

CLERK OF THE CIRCUIT COURT

ALLEGANY COUNTY

STATE OF MARYLAND

LAND RECORDS

GRADING AND MORTGAGE

HALL OF RECORDS COMMISSION

STATE OF MARYLAND

J E B

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I hereby certify that the microphotographs appearing on this reel of film are exact copies of the land records of the Clerk of the Circuit Court for this County, State of Maryland.

These records are being microfilmed pursuant to Chapter 504, Acts of 1949, which requires the Clerks to file with the Commissioner of the Land Office microfilmed copies of the land records in lieu of the abstracts which were previously required.

These microfilms are being produced by the Hall of Records Commission, Records Management Division, (Chapter 436, Acts of 1953).

James E. Butler
Clerk of Circuit Court

For Allegany County

Date September 22, 1954

STATE OF MARYLAND

Tutzel City
July 19, 1954

FILED AND RECORDED JULY 14" 1954 at 11:00 A.M.

This Mortgage,

Made this

12th

day of

July 1954 in the year nineteen hundred and fifty-four

, by and between

Allan M. Deffinbaugh and Mary Jane Deffinbaugh, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Allan M. Deffinbaugh and Mary Jane Deffinbaugh, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Eighty-Six Hundred (\$8600.00) ----- Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Allan M. Deffinbaugh and Mary Jane Deffinbaugh, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of ground situate, lying and being in Allegany
County, Maryland, along the Easterly side of the McMullen Highway, South of the
City of Cumberland, which is more particularly described as follows, to-wit:

BEGINNING for the same at a point on the Easterly side of the McMullen Highway
at the end of the first line of a deed from John S. Cook to Howard W. Painter, et
ux, dated September 10, 1946, and duly recorded among the Land Records of Allegany
County, and running thence with the second line of said deed, South 81 degrees 00
minutes East 120 feet, thence South 4 degrees 30 minutes West 53.91 feet, thence
North 89 degrees 21 minutes West 120 feet to the McMullen Highway, thence with said
Highway, North 4 degrees 36 minutes East 71.37 feet to the beginning.

It being the same property which was conveyed to the said Mortgagors by John
S. Cook and wife, by deed dated the 10th day of September, 1946, and recorded in
Liber No. 211, folio 331, one of the Land Records of Allegany County.

This obligation is also secure by a Chattel Mortgage bearing even date herewith
and by and between the same parties covering one 1954 Chevrolet Station Wagon.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Eighty-Six Hundred (\$8600.00) ----- Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Eighty-Six Hundred (\$8600.00) ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And It is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Allan M. Deffinbaugh (SEAL)
Allan M. Deffinbaugh

Mary Jane Deffinbaugh

Mary Jane Deffinbaugh (SEAL)
Mary Jane Deffinbaugh

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 12 day of July 1954 in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Allan M. Deffinbaugh, and Mary Jane Deffinbaugh, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

above written.

NOTARY

Wm. A. Max Keep
Notary Public

FILED AND RECORDED JULY 14" 1954 at 12:20 P.M.

This Mortgage, Made this 13 day of July in the year Nineteen Hundred and fifty -four by and between

Gilbert R. Kline and Loretta P. Kline, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand & 00/100 - - - - (\$3,000.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:



TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Eighty-Six Hundred (\$8600.00) ----- Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Eighty-Six Hundred (\$8600.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Allan M. Deffinbaugh (SEAL)
Allan M. Deffinbaugh

Mary Jane Deffinbaugh

Mary Jane Deffinbaugh (SEAL)
Mary Jane Deffinbaugh

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 12 day of July 1954 in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Allan M. Deffinbaugh, and Mary Jane Deffinbaugh, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

above written.

NOTARY

Wm. A. Max Keep
Notary Public

FILED AND RECORDED JULY 14th 1954 at 12:20 P.M.

This Mortgage. Made this 13 day of July in the year Nineteen Hundred and fifty -four by and between

Gilbert R. Kline and Loretta P. Kline, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand & 00/100 - - - - (\$3,000.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:



cc'd
Geo. H. Leggo Atty City
July 14 1954

By the payment of Thirty & 00/100 - - - - - (\$30.00) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that certain piece or parcel of land situated on the northerly side of the Uhl Highway in the Olatown District of Allegany County, Maryland, and being more particularly described as follows, to-wit:

Beginning for the same at an iron bar standing on the northerly side of the Uhl Highway, distant South 12 degrees 12 minutes East 86.8 feet from the southeast corner of the foundation wall of a brick dwelling standing on property herein described, and running then in a line 20 feet from the center of said Highway and parallel thereto North 51 degree 46 minutes West 164.6 feet to a stake, then leaving said Highway North 26 degrees 25 minutes East 275.5 feet to a stake at a fence corner, then South 38 degree 05 minutes East (corrected bearing) 194.5 feet to a corner stone, then South 31 degrees West (corrected bearing) 238.1 feet to the beginning.

(Description according to survey conducted by Carl A. Low, Reg. Surveyor, dated June 11, 1948.)

Being the same property which was conveyed unto the parties of the first part by deed of Eugene H. Gulick and Hilda V. Gulick, his wife, dated June 23, 1948, which is recorded in Liber No. 221, folio 181, one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple

title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that **they** will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, **their** heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on **their** part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Leary, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least **Three Thousand & 00/100 - - - - - (\$3000.00) - - - - - Dollars** and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

William H. Homan

Gilbert R. Kline [SEAL]
Gilbert R. Kline
Loretta P. Kline [SEAL]
Loretta P. Kline

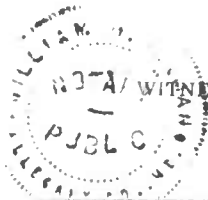
State of Maryland.

Allegany County, to-wit:

I hereby certify. That on this 13th day of Julyin the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Gilbert R. Kline and Loretta P. Kline, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public.

cc'd to
Geo. W. Legge Atty. Atty
July 19 1954

FILED AND RECORDED JULY 14th 1954 at 12:20 P.M.

PURCHASE MONEY

This Mortgage, Made this 13th day of July in the
year Nineteen Hundred and fifty FOUR by and between

Leon R. Knotts and Naomi L. Knotts, his wife,

_____ of Allegany County, in the State of Maryland, part ~~1st~~ of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Three Thousand Five Hundred (\$3500.00) Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty Seven and 97/100 (\$37.97) Dollars
on or before the first day of each and every month from the date hereof, until the whole of said

principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the afore-said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on McMullen Highway three miles westerly of the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 12, Block No. 22, in Potomac Park Addition to Cumberland, a plat of which said addition is recorded in Plat Case Box No. 137, among the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

Beginning for the same at the intersection of the westerly side of Prospect Drive with the southerly side of an alley, it being at a point distant North 38 degrees 5 minutes East 320 feet from the intersection of the westerly side of Prospect Drive with the northerly side of Avenue W, and running then with said Drive South 38 degrees 5 minutes West 70 feet, then at right angles to Prospect Drive North 51 degrees 55 minutes West 100 feet, then North 38 degrees 5 minutes East 42 feet to said alley, and then with it by a curve to the right of 22 degrees 43 minutes for a chord distance of 102.39 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Harry I. Stegmaler, Trustee, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mort-

gagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Leece, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Five Hundred (\$3500.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

William H. Hoorman

Leon R. Knotts

LEON R. KNOTTS

[SEAL]

Naomi L. Knotts

NAOMI L. KNOTTS

[SEAL]

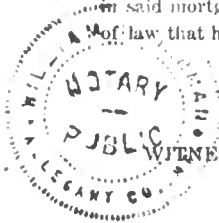
[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 13th day of July
in the year nineteen Hundred and Fifty FOUR, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

LEON P. KNOTTS and EMMA L. KNOTTS, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
of said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

William H. Harman

Notary Public.

Cumberland, Maryland, August 30, 1954
For value received, the First Federal Savings and Loan
association of Cumberland hereby releases the within and
aforegoing mortgage:

Witness the signature of Lynn C. Lashley, its president
and the Corporate Seal of said corporation, attested by its
Secretary, Gerald L. Harrison, the day and year above
written

(Corporate Seal)

Attest: By Gerald L. Harrison
Secretary

First Federal Savings and Loan
association of Cumberland
By: Lynn C. Lashley
President

9-8-54

Wetzel City
July 14 54

FILED AND RECORDED JULY 14" 1954 at 3:05 P.M.

PURCHASE MONEY

This Mortgage, Made this 14th day of July
in the year Nineteen Hundred and Fifty -four, by and between

Paul R. Morgan and Elizabeth L. Morgan, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and

Second National Bank of Cumberland, a national banking corpora-
tion with its principal place of business in Cumberland

of Allegany County, in the State of Maryland
part 2 of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the
party of the second part in the full and just sum of \$10,000.00 with
interest at the rate of 4-1/2% per annum computed monthly on unpaid

balances, said indebtedness to be amortized over a 20 year period by the payment of at least \$63.27 per month, the first monthly payment being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment being first applied to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing thereon these presents are executed. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment or \$100.00 whichever is less.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Paul R. Morgan and Elizabeth L. Morgan, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Second National Bank of Cumberland, its successors

XXXX and assigns, the following property, to-wit:

All those lots, pieces or parcels of ground lying and being at the northwesterly intersection of Camp Ground Road and LaVale Avenue, LaVale, Allegany County, Maryland, known and designated as Lots Nos. 11, 12, 13, 31 and part of Lot No. 32, Section A in People's Park Addition, a plat of which said addition is recorded in Liber No. 1, folio 83 one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described in two parcels as follows, to-wit:

FIRST PARCEL: Beginning for the same at a stake at the northwesterly point of intersection of Camp Ground Road and LaVale Avenue and running then with the northerly side of LaVale Avenue, South 61 degrees and 45 minutes West 99 feet to a stake on the easterly side of a fifteen foot alley, then with said alley North 19 degrees

and 35 minutes West 93 feet to a stake on the southerly side of a twelve foot alley; then with said alley, North 66 degrees and 25 minutes East 100 feet to the westerly side of Camp Ground Road, and then with the Camp Ground Road South 18 degrees and 20 minutes East 85 feet to the beginning, containing 8900 square feet, more or less.

SECOND PARCEL: Beginning for the same at the end of the third line of a certain deed which was made by Dorothy Les Gansvis, et vir., to Charles B. Poisel et ux dated August 10, 1942, and recorded among the Land Records of Allegany County, Maryland in Liber No. 194, folio 116 and running then along the northerly side of LaVale Avenue South 61 degrees 45 minutes West 50.4 feet to a stake; then North 19 degrees 35 minutes West 86.75 feet to a stake on the southerly side of an alley; then along the southerly side of said alley North 66 degrees 25 minutes East 50 feet to an alley, and then along the westerly side of said alley South 19 degrees 35 minutes East 82.4 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Bruno Haney and Clara Haney, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Paul R. Morgan and Elizabeth L. Morgan, his

wife, their heirs, executors, administrators or assigns, do and shall pay to the said

Second National Bank of Cumberland, its successors

XXXXXXXXXXXXXXXXXXXX or assigns, the aforesaid sum of

Ten Thousand & 00/100 - - - - - (\$10,000.00) - - - - -
Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Paul R. Morgan and Elizabeth L. Morgan, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Paul R. Morgan and

Elizabeth L. Morgan, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Second National Bank of Cumberland, its successors

~~his, her or their~~ and assigns, or Harry I. Stegmaler his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Paul R. Morgan

and Elizabeth L. Morgan, his wife, their heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, heirs or assigns.

And the said Paul R. Morgan and Elizabeth L. Morgan, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its

assigns, the improvements on the hereby mortgaged land to the amount of at least

Ten Thousand & 00/100 - - - - - (\$10,000.00) - - - - - Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors ~~xxx~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Angela A. Mc Clure
Angela A. Mc Clure

Paul R. Morgan (SEAL)
Elizabeth L. Morgan (SEAL)
(SEAL)
(SEAL)

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 14th day of July
 in the year nineteen Hundred and Fifty -four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared
Paul R. Morgan and Elizabeth L. Morgan, his wife,
 and they acknowledged the foregoing mortgage to be their
 act and deed; and at the same time before me also personally appeared Joseph M.
Naughton, President of the Second National Bank of Cumberland,
 the within named mortgagee, and made oath in due form of law, that the consideration of said
 mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Chas. E. Schmitt
 Notary Public

*Consent and attested
 Geo. H. Legge Atty. City
 July 19 1954*

FILED AND RECORDED JULY 14 1954 at 12:20 P.M.

PURCHASE MONEY

This Mortgage, Made this 12th day of July in the
 year Nineteen Hundred and fifty -four by and between
Wilbur G. McCullough and Ruby N. McCullough, his wife,

of Allegany County, in the State of Maryland, parties of the first part, here-
 inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
 corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
 land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Two Thousand & 00/100 - - - - - (\$2,000.00) - - - - - Dollars,
 which said sum the mortgagors agree to repay in installments with interest thereon from
 the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Twenty & 73/100 - - - - - (\$20.73) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground situate, lying and being in the rear of the Northerly side of Shawnee Avenue in the City of Cumberland, Allegany County, Maryland, being a part of Lots 4 and 5, Section H in the Cumberland Improvement Company's Northern Addition to Cumberland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same on the Southerly side of a 16 foot alley at the end of the second line of a deed from Joseph F. Reissig, et al, to George F. Reissig, et ux, dated May 16, 1932 which is recorded in Liber No. 167, folio 548 one of the Land Records of Allegany County, Maryland, and running then with said alley and with the third line of said deed South 68 degrees 45 minutes East 45 feet, then South 21 degrees 15 minutes West 50 feet, then North 68 degrees 45 minutes West 45 feet to a point on the second line of said Reissig deed, and then with part of said second line North 21 degrees 15 minutes East 50 feet to the place of beginning.

Including an easement in a 5 foot walkway leading from the within conveyed property to the northerly side of Shawnee Avenue, said walkway being next to and parallel with the fourth line of the aforesaid Reissig deed recorded in Liber No. 167, folio 548. aforesaid.

Being the same property which was conveyed unto the parties of the first part by deed of George F. Reissig and Mary U. Reissig, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Leager, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least **Two Thousand & 00/100 - - - - - (\$2,000.00) - - - - - Dollars** and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

William H. Harman

Wilbur G. McCullough [SEAL]
Wilbur G. McCullough

Ruby N. McCullough [SEAL]
Ruby N. McCullough

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this 12th day of July

in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Wilbur G. McCullough and Ruby N. McCullough, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
of said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

William H. Harman

Notary Public.

FILED AND RECORDED JULY 15th 1954 at 9:00 A.M.

This Mortgage, Made this 14th day of July
in the year Nineteen Hundred and fifty-four, by and between

WILLIAM F. KERNS and ETHEL M. KERNS, his wife,

of Allegany County, in the State of Maryland,
parties of the first part, and

IRVING MILLENSON



mtg 106 S Liberty City

of Allegany County, in the State of Maryland,
part y of the second part. WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Two Thousand Dollars (\$2,000.00) this day loaned the parties of the first part by the party of the second part, which said sum is to be repaid with interest thereon at the rate of 6 per cent per annum in monthly installments of \$33.15 each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party

of the second part, his heirs and assigns, the following property, to-wit:

ALL that lot or parcel of ground situated on the easterly side of Massachusetts Avenue (formerly Pennsylvania Avenue), in Mapleside, an addition to Cumberland, in Allegany County, Maryland, known and designated as part of Lot No. 255 on the plat of said Addition, as described in the proceedings in No. 2475 Equity in the Circuit Court for Allegany County, and particularly described as follows, to wit:

BEGINNING for the same at the intersection of the easterly side of Massachusetts Avenue with the southerly side of a public square laid out in said Addition, said point of beginning being also North 10 degrees 10 minutes East 375 feet measured along the easterly side of Massachusetts Avenue from its intersection with the northerly side of Fairview Street, and running thence with the easterly side of Massachusetts Avenue, South 10 degrees 10 minutes West 40 feet; then South 79 degrees 50 minutes East 100 feet to a fifteen foot alley; then with said alley, North 10 degrees 10 minutes East 40 feet to the aforesaid public square; and with it, North 79 degrees 50 minutes West 100 feet to the place of beginning.

IT being the same property which was conveyed by Myrtle L. Clingerman to William F. Kerns et ux by deed dated February 9, 1952, and recorded in Deeds Liber 238, folio 166 among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his executor, administrator or assigns, the aforesaid sum of

- TWO THOUSAND and 00/100 DOLLARS (\$2,000.00) - - - - - together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest

thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party

of the second part his heirs, executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said part eis of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least **Two Thousand Dollars - - - - - (\$2,000.00)**llars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

W. F. Kerns
W. F. Kerns

William F. Kerns [Seal]
WILLIAM F. KERNS
Ethel M. Kerns [Seal]
ETHEL M. KERNS

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 14th day of July
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
William F. Kerns and Ethel M. Kerns, his wife,
and they acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared

Irving Millenson
the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.
WITNESS my hand and Notarial Seal the day and year aforesaid.



Patty Ann Davis
Notary Public

To Mtge Piedmont S. Co
July 24 1854

LIBR 306 PAGE 18

FILED AND RECORDED JULY 16th 1954 at 8:30 A.M.

This Mortgage, Made this Eighth day of July, -----
in the year Nineteen Hundred and Fifty-four-----, by and between
ROBERT LAWRENCE KALBAUGH and MARIAN VIVOD KALBAUGH, his wife, ----

of ~~-----Allegany-----~~ County, in the State of Maryland, ---
part ies of the first part, and THE FIRST NATIONAL BANK, OF PIEDMONT, WEST
VIRGINIA, a corporation organized under the National Banking Laws,

part 7 of the second part, WITNESSETH:

Whereas, the said Robert Lawrence Kalbaugh and Marian Vivod Kalbaugh, his wife, parties of the first part, are indebted unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, in the just and full sum of FOUR THOUSAND (\$4000.00) DOLLARS, as evidenced by their joint and several negotiable, promissory note, of even date herewith, for said sum of FOUR THOUSAND (\$4000.00) DOLLARS, payable on demand to the order of the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, with interest from date, at said Bank;

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Robert Lawrence Kalbaugh and Marian Vived Kalbaugh, his wife, parties of the first part, -----

do hereby give, grant, bargain and sell, convey, release and confirm unto the said -----
THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

~~XXXX~~ and assigns, the following property, to-wit:

All of the following described real estate situated in the Town of Westernport, Allegany County, Maryland;

(1). All of that lot of real estate known as LOT NUMBER ELEVEN (11) in Cannon's Addition to the Town of Westernport, in Allegany County, Maryland, BEGINNING for the same at a stake on the North side of the County Road from Westernport to Cumberland and at the end of the first line of Lot No. 10, and running thence with said Road South 32 degrees East Fifty (50) feet; thence North 58 degrees East 149-1/3 feet; thence North 25 1/2 degrees West 50-35/100 feet to the end of the second line of Lot No. 10 and reversing it South 56 degrees West 155-1/4 feet to the place of beginning; being the same

property which was conveyed unto the said parties of the first part by Paul P. Gannon, (unmarried), by Deed, dated September 1st, 1947, and recorded among the Land Records of said Allegany County, Maryland, in Liber No. 217, folio 229; and

(2). All that lot or parcel of real estate situated in Gannon's Addition to the Town of Westernport, Allegany County, Maryland, and known as LOT NUMBER TWELVE (12), BEGINNING for the same at a stake on the North side of the County Road from Westernport to Cumberland and at the end of the first line of Lot No. 11, and running thence with said Road South 32 degrees East 50 feet; thence North 58 degrees East 143-4/10 feet; thence North 25 1/2 degrees West 50-35/100 feet to the end of the second line of Lot No. 11 and reversing it South 58 degrees West 149-1/3 feet to the place of beginning; being the same property which was conveyed unto the said parties of the first part by Peter Paul Vivod and Mary Nagy Vivod, his wife, by Deed, dated May 20th, 1950, and recorded among the Land Records of said Allegany County, Maryland, in Liber No. 229, folio 332.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Robert Lawrence Kalbaugh and Marian Vivod Kalbaugh, their heirs, executors, administrators or assigns, do and shall pay to the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors ~~or assigns~~ or assigns, the aforesaid sum of FOUR THOUSAND DOLLARS, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part -----
----- may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part-----

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said-----
THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

~~hereby covenant to pay when legally demandable~~ and assigns, or Harry K. Drane, its ----- his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their----- heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor on their----- representatives, heirs or assigns.

And the said parties of the first part-----
----- further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or----- assigns, the improvements on the hereby mortgaged land to the amount of at least -----
Four thousand (\$4000.00)----- Dollars.

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ~~heirs~~ or assigns, to the extent of its or ----- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest:

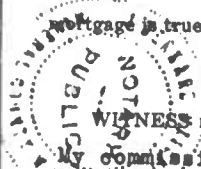
J. Bernard Mayhew Jr. Robert Lawrence Kalbaugh [SEAL]
J. Bernard Mayhew Jr. Marian Vivod Kalbaugh [SEAL]

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT:

I hereby certify, That on this 14th day of July,

in the year nineteen hundred and fifty -four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared -----
Robert Lawrence Kalbaugh and Marian Vivod Kalbaugh, his wife,

and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared J. B. Determan, Cashier of THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

My commission expires

February 7th 1961

J. Bernard Mayhew Jr.
 Notary Public.

Compared and Mailed to record
 To Mtgee Piedmont W. Va.
July 28 1954

FILED AND RECORDED JULY 16th 1954 at 8:30 A.M.

This Mortgage. Made this Seventh day of July, -----
 in the year Nineteen Hundred and Fifty -four----- by and between
THOMAS FAHEY and LORA ANN FAHEY, his wife, -----
 of Westernport, Allegany County, in the State of Maryland,
 parties of the first part, and **THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA,** a corporation organized under the National Banking Laws,

part Y of the second part, WITNESSETH:

Whereas, the said Thomas Fahey and Lora Ann Fahey, his wife, are indebted unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, in the just and full sum of FORTY-EIGHT HUNDRED (\$4800.00) DOLLARS, as evidenced by their joint and several negotiable, promissory note, of even date herewith, for said sum of FORTY-EIGHT HUNDRED (\$4800.00) DOLLARS, payable on demand to the order of the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, with interest from date, at said Bank;

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Thomas Fahey and Lora Ann Fahey, his wife, parties of the first part, -----

do hereby give, grant, bargain and sell, convey, release and confirm unto the said ----- THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

~~and~~ and assigns, the following property, to-wit:

All of that property situated and located in the Town of Westernport, Allegany County, Maryland, described as follows:

All of that land situated and located on the North side of Maryland Avenue, in the Town of Westernport, Maryland, as laid out on the plat of South Westernport by the Westernport Real Estate and Improvement Company, a corporation, as improved by House Number Four Hundred and Twenty-one (421), BEGINNING for the same at a point on the North side of Maryland Avenue on a course North 43 degrees 40' West Twenty-four (24) feet and Nine (9) inches distant from the intersection of the N. side of Maryland Avenue with the W. side of Third Street in said Town; thence running along the N. side of Maryland Avenue North 43 degrees 40' West Eighteen (18) feet to a point; thence running along the partition wall between Houses Numbers Four Hundred and twenty-one (421) and Four Hundred and nineteen (419) North 46 degrees 20' East Eighty-four (84) feet to the South side of a twelve foot Alley; thence running South 43 degrees 40' East Eighteen (18) feet to a point; thence running along the partition wall between Houses Numbers Four hundred and twenty-one (421) and Four hundred and twenty-three (423) South 46 degrees 20' to the place of beginning on Maryland Avenue; being the same property which was conveyed to the said Thomas Fahey and Lora Ann Fahey, his wife, by Walter B. Croan and Marion G. Croan, his wife, by Deed, dated July 6th, 1954, and to be recorded among the Land Records of Allegany County, Maryland prior to the recording of this Mortgage;

Upon condition, nevertheless, that any sewer or water pipes located on the aforesaid property now in use or for the benefit of other property or in joint use shall remain in such service and each owner of property for which said sewer or water pipes are servicing shall have the right of ingress and egress over the property hereby conveyed for the purposes of repairing, replacing and maintaining same.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Thomas Fahey and Lora Ann Fahey, his wife, their----- heirs, executors, administrators or assigns, do and shall pay to the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors ~~or assigns~~ or assigns, the aforesaid sum of FORTY-EIGHT HUNDRED (\$4800.00) DOLLARS,-----

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Parties of the first part -----

----- may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Parties of the first part -----

herely covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said -----

THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

~~and assigns, or~~ and assigns, or Harry K. Drane, its ----- his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Thomas Fahey and

Lora Ann Fahey, his wife, their ----- heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their ----- representatives, heirs or assigns.

And the said Parties of the first part -----

----- further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and ----- assigns, the improvements on the hereby mortgaged land to the amount of at least ----- Forty-eight hundred (\$4800.00) ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ~~and~~ or assigns, to the extent of its or ----- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s

Attest:

J. Bernard Mayhew qv. Thomas Fahey [SEAL]
J. Bernard Mayhew qv. Lora Ann Fahey [SEAL]

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT:

I hereby certify. That on this 9th day of July

in the year nineteen Hundred and Fifty -four -----, before me, the subscriber,
WEST VIRGINIA

a Notary Public of the State of West Virginia, in and for said County, personally appeared -----

Thomas Fahey and Lora Ann Fahey, his wife, -----

and each ----- acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared J. B. Detorman,

Cashier of THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA,

the within named mortgagee, and made oath in due form of law, that the consideration in said



and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Commission expires
February 7th 1964

J. Bernard Mardian
Notary Public

Compared with Master's records
to Mortgage Book No. 10
July 28, 1954

FILED AND RECORDED JULY 16th 1954 at 9:10 A.M.

PURCHASE MONEY

This Mortgage, Made this 15th day of July

in the year nineteen hundred and four by and between

CHARLES E. GOLDEN and LEANNA R. GOLDEN, his wife,

of Allegany County and the State of Maryland, parties of the first part and the

Western Maryland Building and Loan Association, Incorporated,

a corporation duly incorporated under the Laws of the State of Maryland, party of the second part.

WITNESSETH:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of

- - - - TWENTY-FIVE HUNDRED and 00/100 - - - - - Dollars, on

- - - Twenty-five - - Shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described as follows:

ALL that certain lot of ground, part of Lot No. 51, in Haley's Addition to Cumberland, Allegany County, State of Maryland, which is more particularly described as follows:

BEGINNING at a point on the easterly side of Elm Street, said point being the end of the first line of the lot conveyed to William F. Barley by deed dated August 13, 1901, and recorded among the Land Records of said Allegany County in Liber T. L. No. 88, folio 442, and running thence with the easterly side of Elm Street, North

25 degrees East 30 feet, thence at right angles to said side of said street, eastwardly 100 feet to the western side of Walnut Alley, and with it, South 25 degrees West 30 feet to the end of the second line of said Barley lot, and with it, reversed, westwardly by a straight line 100 feet to the beginning.

IT being the same property which was conveyed by Walter N. Burley et ux to Charles E. Golden et ux by deed dated as of even date and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said parties of the first part make, or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of - - - - - Twenty-five Hundred - - - - - Dollars with six per cent interest thereon, payable in 24 monthly payments of not less than \$36.53 each, on or before the 15th day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 15th day of August, 1954, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 15th day of July, 1961.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-five Hundred - - - - - (\$2500.00) - Dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or

William R. Carscaden its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said the parties of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

Test:

Patty Ann Davis

Charles E. Golden (SEAL)
Charles E. Golden
Leanna R. Golden (SEAL)
Leanna R. Golden

State of Maryland.

Allegany County, to wit:

I hereby certify that, on this 15th day of July 1954 before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Charles E. Golden and Leanna R. Golden, his wife, and they acknowledged the foregoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth: and the said Clement C. May did further in like manner, make oath that he is the Secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal this 15th day of July 1954.



Patty Ann Davis
Notary Public

FILED AND RECORDED JULY 16th 1954 at 9:10 A.M.

This Mortgage, Made this 13th day of July
in the year Nineteen Hundred and fifty-four, by and between

JOHN HARDEN and ALICE HARDEN, his wife,

of Allegany County, in the State of Maryland,
parties of the first part, and FROSTBURG NATIONAL BANK, a national banking
corporation duly incorporated under the laws of the United States of
America, with its principal office in

of Frostburg, Allegany County, in the State of Maryland,
party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

ELEVEN HUNDRED FIFTY - - - - - 00/100 DOLLARS (\$1150.00) - - -

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarter



ly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors ~~and assigns~~ and assigns, the following property, to-wit:

That lot or parcel of ground situated at Morantown, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at an "I" Beam iron stake standing on the Southwest side of the County Road leading from Morantown to Eckhart, Maryland, said iron stake stands North 5 degrees 00 minutes East 95 feet from the Northeast corner of the foundation wall of the dwelling constructed on this described parcel of ground, said iron stake standing 19 feet on the seventh line of a tract of ground conveyed by Mary E. Hanna et al to Charles Harden by deed dated October 2, 1941, and recorded in Liber No. 192, folio 68 of the Land Records of Allegany County and continuing thence with part of said seventh line, parallel to and 16 1/2 feet distant from the approximate center of the aforementioned County Road, (Magnetic Bearings as of November 5, 1943, and with horizontal measurements) South 35 degrees 30 minutes East 180 6/10 feet to an "I" Beam iron stake, thence South 53 degrees 6 minutes West 200 feet to an "I" Beam iron stake, then North 34 degrees 42 minutes West 157 6/10 feet to an "I" Beam iron stake standing on the Southeast edge of a roadway leading into the whole property of which this is a part, then with the Southeast side of said road North 46 degrees 31 minutes East 200 feet to the place of beginning.

IT being the same property which was conveyed by Charles Harden et ux to John Harden et ux by deed dated December 1, 1943, and recorded among the Land Records of Allegany County, Maryland, in Liber 198, folio 292.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, ~~their~~ heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors ~~executor or administrator~~ or assigns, the aforesaid sum of

- - - ELEVEN HUNDRED FIFTY and 00/100 DOLLARS (\$1150.00) - - - together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on ~~their~~ part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors ~~heirs, executors, administrators~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in

manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part les of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor a, their representatives, heirs or assigns.

And the said part les of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors, the improvements on the hereby mortgaged land to the amount of at least Eleven Hundred and Fifty and 00/100 - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~heirs~~ or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness: (as to Bath)

Ruth M. Todd

John Harden

JOHN HARDEN

[Seal]

Alice Harden

ALICE HARDEN

[Seal]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 13th day of July,
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
John Harden and Alice Harden, his wife,
and they acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg,
Cashier of the Frostburg National Bank,
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and further made oath that he is
the cashier of said Bank and duly authorized by it to make this
affidavit,
WITNESS my hand and Notarial Seal the day and year aforesaid.



Ruth M. Todd

Notary Public

Compared and Mailed ~~Darius~~

To Mrs. R. L. Box 21
Chickadee, Maryland
July 28 1954

LIBER 306 PAGE 28

FILED AND RECORDED JULY 16" 1954 at 9:45 A.M.

PURCHASE MONEY

This Mortgage,

Made this 15th day of July,
in the year Nineteen Hundred and Fifty Four, by and between
Lillian J. Myers and William M. Myers, her husband,

of Allegany _____ County, in the State of Maryland,
part ies of the first part, and Jeanette Porter,

of Allegany _____ County, in the State of Maryland,
party _____ of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted to the party of the second part in the full and just sum of One Thousand (\$1,000.00) Dollars, which said sum is to be paid to the said party of the second part in monthly instalments of at least Thirty Five (\$35.00), with interest thereon at the rate of 3% per annum, which said interest is to be paid semi-annually on the unpaid balance. The first of said monthly payments to be made on the 15th day of August, 1954 and to continue on the 15th day of each and every month thereafter until the whole has been paid.

The money herein loaned being for the purpose of making improvements to the hereinafter described property.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, her

heirs and assigns, the following property, to-wit: All that parcel of land situate at Red Hill, in Election District No. 24, Allegany County, Maryland, and particularly described as follows, to-wit:

BEGINNING for the same at a stone, said stone being Corner No. 9 between The Consolidation Coal Company and The Sullivan Bros. Coal Company, and running thence (true meridian courses and horizontal distances used throughout) North 86 degrees 10 minutes West 505.24 feet to a point on the Northerly right-of-way limits of the Cumberland and Pennsylvania R. R. Company's Eckhart Branch, thence with said

right-of-way North 54 degrees 24 minutes West 60.9 feet, thence leaving said right-of-way North 44 degrees 45 minutes East 202.17 feet to a point on the South side of the National Highway, thence with said South side of the said Highway South 72 degrees 16 minutes East 50 feet, thence South 76 degrees 35 minutes East 110.98 feet, thence South 78 degrees 04 minutes East 236.98 feet, South 86 degrees 54 minutes East 228.74 feet, thence leaving the South side of said Highway South 61 degrees 30 minutes West 225 feet to the place of beginning, containing two acres, more or less.

IT BEING the same property which was conveyed to Lillian J. Myers by deed of Samuel E. Closterman, dated October 14, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 211, folio 605.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, her

executor, administrator or assigns, the aforesaid sum of One Thousand Dollars, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said party of the second part, her

heirs, executors, administrators and assigns, or Noel Speir Cook, her ~~heirs, executors, administrators and assigns~~ duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first

part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor and their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least

One Thousand (\$1,000.00)

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her

heirs or assigns, to the extent

of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest:

Julia M. Rephann

Lillian J. Myers
Lillian J. Myers

William M. Myers
William M. Myers



State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 15th day of July,

in the year nineteen Hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Lillian J. Myers and William M. Myers, her husband,

and They acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Jeanette Porter

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Julia M. Rephann
Notary Public.

To *Mtgee 12 Hourly Pl*
Melbourne, Florida
July 28 1954

FILED AND RECORDED JULY 16" 1954 at 10:45 A.M.

This PURCHASE MONEY Mortgage,Made this Thirteenth day of July
in the year Nineteen Hundred and Fifty Four, by and betweenMARTIN E. RHODES JR., AND DOROTHEA RHODES, HIS WIFE,of Allegany County, in the State of Marylandpart ies of the first part, and JOHN A. LONGO AND GRACE A. LONGO, HIS WIFE,of Brevard County, in the State of Floridapart ies of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the said parties of the second part for money borrowed in the sum of TWENTY SIX HUNDRED DOLLARS (\$2,600.00), as evidenced by the Promissory Note of the said parties of the first part herein dated of even date herewith, made payable on demand in the sum of TWENTY SIX HUNDRED DOLLARS (\$2,600.00) with interest at the rate of Five Percent (5%) per Annum, unto the said parties of the second part, at unto their order, and

WHEREAS, the said parties of the first part have agreed to execute this Mortgage as security for the aforesaid note, and have further agreed to pay in the reduction of said note, until demand is made for the full amount, at least the sum of Fifty Dollars (\$50.00) each month, plus the accrued interest thereon, until paid in full or until demand is made for the full amount, and

WHEREAS the said money herein borrowed is for the purchase price of the hereinafter described real estate and therefore this is known as a Purchase Money Mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All of the Northern one-half of that lot of ground in the Town of Westernport, in Allegany County, Maryland, known as Lot No. Two (2), in Morrison's First Addition in Westernport. The said part being described as beginning at a point on the West side of Main Street, North 21 degrees East 25 feet from the end of the first line of Lot No. One (1) in said Addition and running thence with said Main Street North 21 degrees East 25 feet, thence North 69 degrees West 128 feet to Georges Creek and with said Creek South 21 degrees West 25 feet to a stake which is distant 25 feet from the end of the second line of said original lot No. One (1), thence South 69 degrees East 128 feet to the place of the beginning. Being the same property as conveyed unto the said parties of the first part herein by John A. Longo et ux., by deed of even date herewith, which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this Mortgage., and being also the same property as con-

veyed unto the said John A. Lenge, by Enoch J. Lenge, et ux., by deed dated February 23, 1925, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 149, Folio 520.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their

executor, administrator or assigns, the aforesaid sum of **TWENTY SIX HUNDRED DOLLARS (\$2,600.00)**

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Horace P. Whitworth Jr. his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some Insurance Company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least

TWENTY SIX HUNDRED & .00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, and their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said Insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

Herace P. Whitworth Jr.
Herace P. Whitworth Jr.

Martin E. Rhodes Jr. [SEAL]
Martin E. Rhodes Jr.
Dorothea Rhodes [SEAL]
Dorothea Rhodes

State of Maryland.

Allegany County, to-wit:

I hereby certify. That on this Thirteenth day of July

in the year nineteen Hundred and Fifty Four before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

Martin E. Rhodes Jr., and Dorothea Rhodes, his wife,
and have acknowledged the foregoing mortgage to be their voluntary

act and deed; and at the same time before me also personally appeared
John A. Lenge and Grace A. Lenge, his wife,

the within named mortgagee. and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Richard H. Whitworth
Notary Public. ALLEGANY CO. MARYLAND

Compared and Modified *Delivered*
Witgel 12 1/2
Aug 12 1954

THIS MORTGAGE, made this 17th day of July, A.D. 1954, by
Cora M. Ash, widow, hereinafter called Mortgagor.

WITNESSETH: That for and in consideration of the sum of Two
Thousand Four Hundred and Ninety-nine (\$2,499) Dollars, now
due and owing from the said Mortgagor unto the Magerstown
Housing Corporation, a Maryland Corporation, hereinafter called
Mortgagee, and the said Cora M. Ash, widow, does hereby grant and
convey unto the said Magerstown Housing Corporation all that
lot or parcel of land, together with the improvements thereon,
being two lots situate on the Northwest side of the Little
Valley Road in Allegany County, Maryland, and known as Lots
Nos. 18 and 19 as laid out on a plat of property known as
"Glenora," said lots being described together as follows:

BEGINNING at a point on the Northwest side of Valley



Road at the Southeast corner of Lot No. 17, and running with Valley Road in a Northeasterly direction 100 feet, more or less, to the end of the fourth line of Lot No. 20 of said Addition, then with said fourth line reversed 245 feet more or less to Balch Drive, and with said Balch Drive South 37 degrees 10 minutes West 100 feet to the end of the second line of Lot No. 17 of said Addition, and with said second line reversed 240 feet more or less to the point of beginning on Valley Road.

BEING the same property conveyed to the Mortgagor herein by deed of Pearl Lamm, widow, dated July 12, 1948, and recorded in Liber 221, folio 302 among the Land Records of Allegany County, Maryland,

PROVIDED, HOWEVER, that if the Mortgagor pay the sum of Two Thousand Four Hundred and Ninety-nine (\$2,499) Dollars, together with interest of 5% per annum, within One (1) year from date, said interest to be calculated semi-annually on the balance beginning six months from date, and keep and perform the covenants and conditions herein contained, then this mortgage shall be void:

AND the Mortgagor doth hereby covenant to pay the sum of Two Thousand Four Hundred Ninety-nine (\$2,499) Dollars, together with interest of 5% per annum within One (1) year from date.

To keep and maintain insurance against loss by fire, with extended coverage endorsement on the buildings and improvements in an amount no less than the sums due hereby, with endorsements to the Mortgagee so that in the event of loss the proceeds shall be payable to the Mortgagee as its interest may appear.

To pay all taxes, liens, public dues, charges and assessments levied or assessed against the mortgaged property when the same become due and payable, as well as all insurance premiums that may be due and payable, and in the event of default in any of the payments aforesaid, the Mortgagee is hereby authorized to pay same and charge it against the mortgaged property as a part of the debt hereby secured.

To pay all costs, commissions, expenses and counsel fees which the Mortgagees may be charged for the collection of this debt, such amounts to be and become a part of the debt hereby secured.

To keep and maintain all improvements upon the said property during the existence of this debt in at least as good a condition and state of repair as the same now are in. Not to commit waste

upon the property or to make material alterations without the prior written consent of the Mortgagee.

PROVIDED, FURTHER, That if default be made in the payment of the aforesaid mortgage debt or in the interest due thereon, when due and payable, or in any of the covenants and conditions, then the entire indebtedness secured hereby shall become due and payable immediately, and Mortgagee, its successors or assigns, shall have the right and power at any time after such default to enter upon, take possession of and sell, at public sale, the property hereby secured, after giving at least Twenty days notice of the time, place and manner of sale, upon such terms as the party making such sale may determine, in a newspaper published in Allegany County, Maryland, and out of the proceeds to pay all the expenses of sale, including the usual equity commissions, attorney and appearance fees, the debt hereby secured and interest thereon, and the residue, if any, to the persons then entitled thereto.

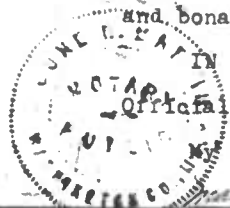
IN WITNESS WHEREOF: Witness my hand and seal.

Witness: June L. Harten Cora M. Ash (SEAL)
Cora M. Ash
STATE OF MARYLAND, WASHINGTON COUNTY to-wit:

I HEREBY CERTIFY, That on this 15th day of July A.D. 1954, personally appeared Cora M. Ash, widow, who, being known to me, the subscriber, a Notary Public in and for the State and County above mentioned, did acknowledge the foregoing to be her Act and Mortgage; and at the same time personally appeared Samuel J. Cohen, Vice-President of the Magerstown Housing Corporation, who, being authorized so to do, did make oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Official Notarial Seal.

My commission expires:



June L. Harten
Notary Public

Compared and ~~Recd~~ Delivered
Leo H. Legge Atty City
Aug 12 1954

FILED AND RECORDED JULY 16th 1954 at 12:30 P.M.

PURCHASE MONEY

This Mortgage, Made this 15th day of July in the
year Nineteen Hundred and fifty-FOUR by and between

Walter C. Reighard, Jr., and Helen R. Reighard, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Nine Thousand & 00/100 - - - - - (\$9000.00) - - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Fifty-six & 94/100 - - - - - (\$56.94) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the southerly side of LaVale Court known and designated as Lots Nos. 116 and 117 in LaVale Boulevard Court Addition, LaVale, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 75 among the Plat Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same at a point on the southerly side of LaVale Court, said point being at the end of the division line between Lots Nos. 115 and 116 in said addition and also being distant North 48 degrees 20 minutes West 400 feet from the intersection of said side of said LaVale Court with the westerly side of Atlantic Avenue and running then with said side of said LaVale Court North 48 degrees 20 minutes West 90 feet to the end of the division line between Lots Nos. 117 and 118 in said addition, then with said division line South 41 degrees 40 minutes West 162.5 feet to the northerly side of LaVale Annex, then with said side of said LaVale Annex South 48 degrees 20 minutes East 90 feet to the end of the division line between said Lots Nos. 115 and 116 and then with said division line North 41 degrees 40 minutes East 162.5 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Ralph G. Cover and Ethel M. Cover, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided

in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Thousand & 00/100 - - - - - (\$9000.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest

hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

William H. Harman

Walter C. Reighard, Jr. [SEAL]
Walter C. Reighard, Jr.
Helen R. Reighard [SEAL]
Helen R. Reighard

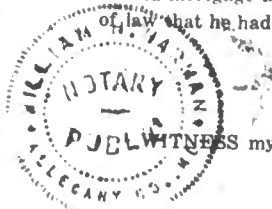
State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this 15th day of July in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Walter C. Reighard, Jr., and Helen R. Reighard, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

William H. Harman

Notary Public.

PURCHASE MONEY

of Allegany County, in the State of Maryland, part 1.02 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

Beginning for the same at an iron pin stake at the intersection of the easterly side of Suburban Drive with the southerly side of LaVale Court and running then with said side of LaVale Court South 48 degrees 20 minutes East 79.88 feet to the end of the division line between Lots Nos. 117 and 118 in said addition, then with said division line South 41 degrees 40 minutes West 162.5 feet to the northerly side of LaVale Annex, then with said side of LaVale Annex North 48 degrees 20 minutes West 60.4 feet to an iron pin stake at the intersection of said side of LaVale Annex with the easterly side of Suburban Drive, and then with said side of said Suburban Drive North 34 degrees 50 minutes East 163.7 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Ralph G. Cover and Ethel M. Cover, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Thousand Five Hundred & 00/100 - - (\$12,500.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings

as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

William H. Harmon

Lee C. Barnett Jr.

Lee C. Barnett

[SEAL]

Lois L. Barnett

[SEAL]

[SEAL]

Lois L. Barnett

[SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this 15th day of July in the year nineteen Hundred and Fifty-~~four~~, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Lee C. Barnett and Lois L. Barnett, his wife,

the said mortgagors herein and ~~they~~ acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

William H. Harmon

Notary Public.

Compared and ~~Made~~ Delivered

To *See H. Lippert Atty. City*
July 28 1954

LIBER 306 PAGE 42

FILED AND RECORDED JULY 16th 1954 at 12:30 P.M.

This Mortgage. Made this 14th day of July in the
year Nineteen Hundred and fifty-four by and between

Clyde E. O'Baker and Edith M. O'Baker, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Four Thousand Nine Hundred & 00/100 - - - (\$4900.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 $\frac{1}{2}$ per cent. per annum, in the manner following:

By the payment of Forty & 04/100 - - - (\$40.04) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of land situate, lying and being along the northwesterly side of the Oldtown Road, leading from the City of Cumberland to Oldtown in Allegany County, Maryland, and being part of what is known as the Hitchcock Farm, a part of which is platted and filed in Plat Box 95, among the Records of Allegany County, Maryland, and which said part is described as follows, to-wit:

Beginning for the same at an iron fence post on the northwesterly side of aforesaid Oldtown Road, said iron post stands at the end of 7.8 feet on a line drawn South 78 $\frac{1}{2}$ degrees West from the northwest corner of the westerly guard cap of the concrete culvert just south of and about 115 feet from the end of the 12th line of the whole farm known as the "Hitchcock Farm," and the beginning of the deed from Albert Charles to Russell M. Valentine, dated November 22, 1919, and recorded among the Land Records of aforesaid Allegany County in Liber No. 130, folio 677 and running then from said iron fence post North 51 degrees 50 minutes West 234 $\frac{1}{2}$ feet to a small bounded white walnut tree standing on side of hill; then North 21 degrees 35 minutes East 365 feet to a large bounded red oak tree standing in flat

on north bank of a run; then South 66 degrees 05 minutes East 499 feet to a fence post standing on the northwesterly side of the Oldtown Road at the end of 10.7 feet on a line drawn North 66 degrees 05 minutes West from the northwesterly corner of the westerly guard cap of the concrete culvert under the Oldtown Road about 380 feet easterly of the end of the aforementioned 12th line of the whole farm; then with the northwesterly side of the Oldtown Road South 62 degrees West 288 feet; South 51 degrees 50 minutes West 102½ feet; South 43 degrees 15 minutes West 102½ feet to the place of beginning, containing 3-6/100 acres.

Being the same property which was conveyed unto the parties of the first part by deed of Philip R. Barrett and Mee Virginia Barrett, his wife, dated March 22, 1946, recorded in Liber No. 207, folio 679 one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$300.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs

or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least **Four Thousand Nine Hundred & 00/100 - - (\$4900.00) - - Dollars** and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

William H. Harman

Clyde E. O'Baker
Clyde E. O'Baker
Edith M. O'Baker
Edith M. O'Baker

(SEAL)

(SEAL)

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 14th day of July

in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Clyde E. O'Baker and Edith M. O'Baker, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.



William H. Harman

Notary Public.

Compared and Made correct
To Chelsie Liller P.O. Box 1375
July 20, 1954

FILED AND RECORDED JULY 17 1954 at 9:50 A.M.

PURCHASE MONEY CHATTEL

This Mortgage, Made this _____ day of _____ July
in the year Nineteen Hundred and fifty-four, by and between
_____ of Mineral County, West Virginia,
WALLACE D. LILLER and CHARLES O. LILLER,

of Allegany County, in the State of Maryland,
parties of the first part, and

CHELSIE A. LILLER

of Allegany County, in the State of Maryland,
party of the second part, WITNESSETH:

Whereas, the parties of the first part are justly indebted unto the party of the second part in the full and just sum of Four Thousand Two Hundred Fifty-three Dollars and Sixty-eight Cents (\$4,253.68), this day loaned the parties of the first part by the party of the second part, the receipt whereof is hereby acknowledged, which said sum shall be repaid within one year from the date hereof, together with interest at the rate of six per cent per annum.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his heirs and assigns, the following property, to-wit:

1. An undivided one-half interest in and to a black top plant, consisting of an Erie coal bin, Cedar Rapids dryer, pug mill, Bartlett and Snow dust collector, Eclipse boiler, motors and electrical equipment and all other parts and supplies used in connection with said black top plant, as well as all other property purchased from the F. D. Cummer Manufacturing Company of Cleveland, Ohio.
2. An undivided one-half interest in and to a Bay City Model 32 gasoline power five-eighths (5/8) yard shovel.
3. An undivided one-half interest in all other attachments and equipment used in connection with the operation of said black top plant which is located on the McMullen Highway southwesterly of Cresaptown, in Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his executor, administrator or assigns, the aforesaid sum of _____

Four Thousand Two Hundred Fifty-three Dollars and Sixty-eight Cents (\$4253.68) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest

thereon, the said parties of the first part hereby covenant to pay when legally demandable,

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part his heirs, executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least **Four Thousand Two Hundred Fifty-three and 68/100** Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to insure to the benefit of the mortgagee, his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seals of said mortgagor.

Witness:

Patty Ann Davis
Patty Ann Davis

Wallace D. Liller [Seal]
WALLACE D. LILLER
Charles O. Liller [Seal]
CHARLES O. LILLER

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 15th day of July
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared

Wallace D. Liller and Charles O. Liller,

and they acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared

Chelsie A. Liller,

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



In my hand and Notarial Seal the day and year aforesaid.

Patty Ann Davis
Notary Public

Compared and Made Correct
 Charles L. Miller, City
 July 28, 1954

FILED AND RECORDED JULY 17th 1954 at 9:30 A.M.

PURCHASE MONEY

This Mortgage,

Made this 6th day of July,
 in the year Nineteen Hundred and Fifty-four

, by and between

Howard C. Harclerode and Marjorie M. Harclerode, his wife,

of Allegany County, in the State of Maryland,

parties of the first part, and

Charles L. Miller,

of Allegany County, in the State of Maryland,

party of the second part, WITNESSETH:

Whereas, the Parties of the First Part are bona fide and justly indebted unto the Party of the Second Part in the full and just sum of Two Thousand Four Hundred (\$2400.00) Dollars, which said sum shall be repaid in equal monthly installments of Fifty Dollars (\$50.00) each, the first of which said monthly payments shall become due and payable on the 15th day of August, 1954, and monthly thereafter on the Fifteenth day of each succeeding month until fully paid; and the said principal sum or any balance thereof shall bear interest at the rate of six per cent per month and which said interest shall be computed and paid monthly hereafter on the same date as the said principal payments shall be made; with the right reserved unto the Parties of the First Part to prepay any or all of said principal or interest at any time prior to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Howard C. Harclerode and Marjorie M. Harclerode, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Charles L. Miller, his

heirs and assigns, the following property, to-wit:

DESCRIPTION

ALL that piece or parcel of ground situate and lying along the easterly side of the County Road leading through Cash Valley and one and one-half miles southwest of the Village of Corriganville, in Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for said parcel of ground at a stake standing on the easterly side of the County Road leading through Cash Valley and on the division line between this described parcel and the land of Charles Getson, said stake being 20 feet from Station 61-05 of the County survey of said road; and running thence by magnetic bearings of 1933 and with said division line, South 54 degrees East 310 feet

to a stake in the westerly right-of-way line of the Western Maryland Railroad Company, being distant 50 feet from the center between the two main tracks of said Railroad; thence with said westerly right-of-way of said Railroad being a line parallel to and 50 feet distant from the center between the main tracks of said Railroad by a curve to the left having a radius of 5779.7 feet whose chord is South 47 degrees 06 minutes West 155 feet to a stake on the northerly side of a 15-foot roadway leading from said railroad right-of-way to the Cash Valley County Road heretofore mentioned; thence with the northerly side of said 15-foot roadway, North 53 degrees 54 minutes West 234.5 feet to a stake standing 20 feet from Station 62-55 of the County survey of said road; and thence 20 feet distant and parallel with said centerline of said road, North 36 degrees 26 minutes East 150 feet to the place of beginning, containing 1 and 4/100 acres, more or less.

THE AFORESAID PROPERTY is the same property conveyed by deed of even date herewith, by and between James E. Crosten, widower, and Howard C. Harclerode and Marjorie M. Harclerode, his wife, and which said deed is to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of this Purchase Money Mortgage; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Howard C. Harclerode and Marjorie M. Harclerode, their heirs, executors, administrators or assigns, do and shall pay to the said Charles L. Miller, his

executor, administrator or assigns, the aforesaid sum of Two Thousand Four Hundred (\$2,400.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Howard C. Harclerode and Marjorie M. Harclerode, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Howard C. Harclerode and Marjorie M. Harclerode, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Charles L. Miller, his

heirs, executors, administrators and assigns, or Earl E. Manges, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in ~~County~~ Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, and their representatives, heirs or assigns.

And the said Howard C. Harclerode and Marjorie M. Harclerode,

his wife, _____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Four Hundred (\$2,400.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, his heirs or assigns, to the extent of his ~~XXXXXX-XXXXXX-XXXXXX~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors:

Attest:

Earl Edmund Manges
Earl E. Manges

Howard C. Harclerode [SEAL]
Howard C. Harclerode
Marjorie M. Harclerode [SEAL]
Marjorie M. Harclerode

State of Maryland.
Allegany County, to-wit:

I hereby certify, That on this 6th day of July

in the year nineteen Hundred and Fifty-four _____, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared Howard C. Harclerode and Marjorie M. Harclerode, his wife,

and each acknowledged the foregoing mortgage to be his and her

act and deed; and at the same time before me also personally appeared Charles L. Miller

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Earl Edmund Manges
Notary Public.

Compared and Mailed *Wm. H. H. H.*
To *Mt. City*
July 28, 54

LIBER 306 PAGE 50

FILED AND RECORDED JULY 17th 1954 at 11:30 A.M.

This Mortgage, Made this 17th day of July
in the year Nineteen Hundred and Fifty four, by and between
Richard F. Gray and Helen M. Gray, his wife

of Allegany County, in the State of Maryland
parties of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland,
a corporation duly incorporated under the Laws of the State of Maryland, with its principal place
of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Whereas, the said Richard F. Gray and Helen M. Gray, his wife

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just
and full sum of Three thousand four hundred twenty-five and no/100-----
Dollars (\$ 3425.00), to be paid with interest at the rate of Six per cent (6%) per
annum, to be computed monthly on unpaid balances, in payments of at least Thirty-five
and no/100 Dollars (\$ 35.00) per month plus interest; the first of said monthly
payments being due one month from the date of these presents and each and every month there-
after until the whole principal, together with the interest accrued thereon, is paid in full, to secure
which said principal, together with the interest accruing thereon, these presents are made.

And Whereas, this mortgage shall also secure future advances as provided by Section
2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted
with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments
thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said Richard F. Gray and Helen M. Gray,
his wife

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-
LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following prop-
erty, to-wit: **FIRST.** All that lot or parcel of ground situated on the
Westerly side of Wempe Drive, in the City of Cumberland, Allegany
County, Maryland, which is more particularly described as follows,
to wit:

Beginning for the same at a point on the Westerly side of
Wempe Drive North 20 degrees 45 minutes East 70 feet from the begin-
ning of the third line of the deed from Robert F. Hopkins, unmarried,
to Bert A. Browning and Alma M. Browning, his wife, which deed bears
date October 12, 1946 and is recorded in Liber 211, folio 614, one
of the Land Records of Allegany County, Maryland, and running thence
continuing with the westerly side of Wempe Drive and with the third
line of said deed, North 20 degrees 45 minutes East 70 feet, thence
leaving said Wempe Drive and running North 68 degrees 10 minutes
West 157.5 feet, thence South 17 degrees 30 minutes West 70.06 feet

thence South 68 degrees 10 minutes East 153.75 feet to the place of beginning.

It being the same property which was conveyed to Richard F. Gray and Helen M. Gray, his wife by Bert A. Browning and Alma M. Browning, his wife by deed dated the 20th day of September, 1947 and recorded in Liber 217 folio 636, one of the Land Records of Allegany County, Maryland.

SECOND. All that lot or parcel of ground situated on the Westerly side of Wempe Drive, in the City of Cumberland, Maryland which is more particularly described as follows, to wit:

Beginning for the same at a point on the Westerly side of Wempe Drive at the beginning of the third line of the deed from Robert F. Hopkins, unmarried, to the said Bert A. Browning and Alma M. Browning his wife, which deed bears date October 12, 1946 and is recorded in Liber 211, folio 614, one of the Land Records of Allegany County and running thence with part of the third line of said deed and with the westerly side of Wempe Drive North 20 degrees 45 minutes East 70 feet thence North 68 degrees 10 minutes West 153.75, thence South 17 degrees 30 minutes West 70.06 feet, thence South 68 degrees 10 minutes East 150 feet to the place of beginning.

It being the same property which was conveyed to Richard F. Gray and Helen M. Gray, his wife, by Edmon Y. Dill and Mary C. Dill his wife by deed dated the 30th day of June, 1950 and recorded in Liber 229 folio 613, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Richard F. Gray and Helen M. Gray, his wife their _____

heirs, executors, administrators or assigns, do and shall pay to the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Three Thousand Four Hundred twenty-five and no/100--- Dollars (\$3425.00) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Richard F. Gray and Helen M. Gray, his wife

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Richard F. Gray and Helen M. Gray, his wife

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or

F. Brooke Whiting

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Richard F. Gray and Helen M. Gray, his wife, their _____ heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their _____ representatives, heirs or assigns.

And the said Richard F. Gray and Helen M. Gray, his wife

_____ further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

-----THREE THOUSAND FOUR HUNDRED TWENTY-FIVE and no/100----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Ethel McCarty Richard F. Gray [SEAL]
Ethel McCarty Richard F. Gray
Helen M. Gray [SEAL]
Helen M. Gray

State of Maryland,
Allegany County, to-wit:

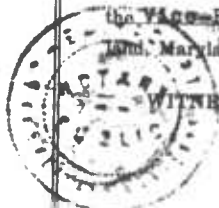
I hereby certify, That on this 17th day of July
in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Richard F. Gray and Helen M. Gray, his wife

and each acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared Marcus A.
Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumber-
land, Maryland.

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said Marcus A. Naughton,

further made oath in due form of law that he is
the Vice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumber-
land, Maryland and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Ethel McCarty
Ethel McCarty. Notary Public.

Earl E. Manger, Atty. Gen.
July 21, 1954

FILED AND RECORDED JULY 17 1954 at 9:30 A.M.

This Mortgage, Made this 16 day of Julyin the year Nineteen Hundred and Fifty-four, by and between
Luther J. Witt and Anna V. Witt, his wife,of Allegany County, in the State of Maryland
parties of the first part, and Harry A. Ludwickof Mineral County, in the State of West Virginia
party of the second part, WITNESSETH:

Whereas, the Parties of the First Part are justly and bona fide indebted unto the Party of the Second Part in the full and just sum of Two Thousand Two Hundred Fifty-five Dollars and Eighty-three Cents (\$2,255.83), and which said principal sum shall become due and payable five years from the date hereof; and in the meantime the said principal sum or any balance thereof shall bear interest at the rate of six per cent (6%) per annum, and which said interest shall be computed and payable each six months hereafter, the first of which said interest payments shall become due and payable six months from the date hereof; with the right reserved unto the Parties of the First Part to prepay any or all of said principal sum and interest at any time prior to its date of maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said
Luther James Witt and Anna Virginia Witt, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said
Harry A. Ludwick, his

heirs and assigns, the following property, to-wit:

ALL that lot or parcel of ground situate near Corriganville in Allegany County, Maryland, described as follows, to-wit:

BEGINNING for said parcel of ground at the end of 35 feet on the second line of the property described in the deed from John A. Lepley and wife to J. Carl Smith, dated October 26, 1903, and recorded in Liber No. 93, folio 711 (being also at the end of the second line of that part of the whole property which was conveyed to Edward F. Sheridan and wife by J. Carl Smith and wife by deed dated April 23, 1908, and recorded in Liber No. 102, folio 601), and running thence with the remainder of said second line of the whole lot, South 63 degrees 55 minutes East 35 feet; thence with the third line of the whole lot, North 26 degrees 8 minutes East

106 feet; thence with part of the fourth line of the whole lot North 60 degrees 55 minutes west 35 feet to the end of the third line of the part conveyed to Edward F. Sheridan and wife by the deed aforesaid; thence reversing said third line, South 26 degrees 8 minutes west 106 feet to the beginning.

THE AFORESAID PROPERTY is the same property conveyed by deed dated the 19th day of December, 1945, by and between Charles H. Moses and Mildred F. Moses, his wife, and Luther J. Witt and Anna V. Witt, his wife, and which said deed is recorded among the Land Records of Allegany County, Maryland, in Liber No. 206, folio 494; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Luther J. Witt and Anna Virginia Witt, his wife, heirs, executors, administrators or assigns, do and shall pay to the said Harry A. Ludwick, his

executor s, administrators or assigns, the aforesaid sum of

Two thousand Two hundred fifty-five dollars and eighty-three Cents

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Luther J. Witt and Anna Virginia Witt, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Luther J. Witt and Anna Virginia Witt, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Harry A. Ludwick, his

heirs, executors, administrators and assigns, or Earl E. Manges, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Garrettsville, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

Luther J. Witt and Anna Virginia Witt, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Luther J. Witt and Anna Virginia Witt, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or his

assists, the improvements on the hereby mortgaged land to the amount of at least
Two Thousand Two hundred fifty-five and 83/100 - - - - - Dollars,
 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire,
 to inure to the benefit of the mortgagee, his heirs or assigns, to the extent
 of his ~~XXXXXXXXXX~~ ~~XX~~ ~~XXXX~~ ~~XXXX~~ lien or claim hereunder, and to place such policy or
 policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
 and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors:

Attest:

carbide angles
carbide angles

Luther J. Witt [SEAL]

Anna Virginia Witt [SEAL]

Anna Virginia Pitt [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 16th day of July

in the year nineteen Hundred and Fifty -four, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

Lutner J. Witt and Anna Virginia Witt, his wife,

and did each acknowledged the foregoing mortgage to be his and her respective act and deed; and at the same time before me also personally appeared _____

Harry A. Ludwiga

Other within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Carl Edmund Hargis
Notary Public.

Compared and Mailed *W. L. Lippel*

To *Clarence Lippel Atty City*
July 28 1954

LIBER 306 PAGE 58

FILED AND RECORDED JULY 19th 1954 at 9:10 A.M.

This Mortgage, Made this 17th day of July

in the year Nineteen Hundred and Fifty-four, by and between

Daniel L. Fradiska and Phyllis T. Fradiska, his wife,

of Allegheny County, in the State of Maryland

parties of the first part, and Nina D. Lichtenstein

of Allegheny County, in the State of Maryland

part Y of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said Nina D. Lichtenstein in the full and just sum of Two Thousand (\$2,000.00) Dollars, together with interest thereon at the rate of five (5%) per centum per annum, said interest is to be computed semi-annually and payable monthly. The aforesaid principal sum with interest thereon as above provided shall be paid at the rate of Fifty (\$50.00) Dollars per month on the 17th day of each and every month hereafter, from which monthly payments the interest is to be first deducted and the balance thereof is to be applied on the principal sum of this mortgage until said principal sum is paid in full; and to the payments of which said sum and sums of money with interest thereon as above provided the said parties of the first part agree to pay when and as the same shall be due and payable. The parties of the first part shall have, and they are hereby given, the right and privilege to anticipate the payment of any amount or amounts on account of the principal sum aforesaid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Daniel L. Fradiska and

Phyllis T. Fradiska, his wife
do give, grant, bargain and sell, convey, release and confirm unto the said

Nina D. Lichtenstein, her
heirs and assigns, the following property, to-wit:

All that lot or parcel of ground located on the northerly side of Decatur Street in the City of Cumberland, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a chiseled cross mark on the northerly side of Decatur Street, distant South 48 degrees 30 minutes East 65.8 feet from the intersection of said side of Decatur Street with the Easterly side of Fulton Street and running (1) thence at right angles with Decatur Street and with the center of the middle partition wall of the double brick dwelling known and designated as Nos. 115 and 113 Decatur Street, and the same extended, North 41 degrees 30 minutes East 84 feet to a stake; (2) thence at

right angles, North 48 degrees 30 minutes West 6.2 feet; (3) thence at right angles North 41 degrees 30 minutes East 64 feet to a chiseled cross mark on the Southerly side of Bellevue Street; (4) thence with Bellevue Street, South 48 degrees 30 minutes East 19 feet; (5) thence at right angles with Bellevue Street, South 41 degrees 30 minutes West 148 feet to a chiseled cross mark on the Northerly side of Decatur Street; (6) thence with Decatur Street, North 48 degrees 30 minutes West 16.20 feet to the place of beginning.

BEING the same lot or parcel of ground conveyed to the said Daniel L. Fradiska and Phyllis T. Fradiska, his wife, by Corrie T. Altzman and Abraham Altzman, her husband, by deed dated the 10th day of October, 1947, and recorded among the land records of Allegany County, Maryland, in Liber No. 217, folio 467, a reference to which said deed is hereby particularly made.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Daniel L. Fradiska and Phyllis T. Fradiska, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

Nina D. Lichtenstein, her

executor, administrator or assigns, the aforesaid sum of

Two Thousand (\$2,000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Nina D. Lichtenstein, her

heirs, executors, administrators and assigns, or Clarence Lippel, her or their duly constituted attorney or attorneys, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. their representatives, heirs or assigns.

And the said parties of the first part

further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her assigns the improvements on the hereby mortgaged land to the amount of at least

Two Thousand (\$2,000.00)

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagee is

Attest

[Signature]

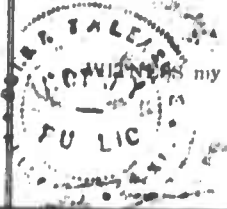
Daniel L. Fradiska [SEAL]
Phyllis T. Fradiska [SEAL]

State of Maryland.
Allegany County, to-wit:

I hereby certify, That on this 17th day of July, in the year Nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Daniel L. Fradiska and Phyllis T. Fradiska, his wife, and they each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared

Nina D. Lichtenstein the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



Witness my hand and Notarial Seal the day and year aforesaid.

Dona Rita Lesure
Notary Public.

Compared and Matched
To *Mt. Pleasant Md.*
July 21, 1954

FILED AND RECORDED JULY 19th 1954 at 12:40 P.M.

This Mortgage. Made this 15th day of July, 1954.

by and between CATHERINE BRODE, unmarried, GEORGE BRODE, unmarried, MARY SATHOFF and HENRY SATHOFF, HER HUSBAND,

of Allegany County, Maryland, parties of the first part, herein after called the "Mortgagor," and EQUITABLE SAVINGS AND LOAN SOCIETY OF FROSTBURG MARYLAND, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mortgagee."

Whereas, the Mortgagor, being a member of said Society, has received therefrom a loan of FOUR HUNDRED NINETY and 00/100 - - - - - DOLLARS (\$490.00) being the balance of the purchase money for the property hereinafter described on his THREE AND TEN-THIRTEENTH - - - - - (3-10/13) SHARES of its stock.

And Whereas, the Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner following:

By the payment of - - - - - FIVE and 00/100 - - - - -

DOLLARS (\$5.00), on or before the 15th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

And Whereas, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

Now Therefore, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to wit:

ALL that lot, piece or parcel of land lying and being in Allegany County, Maryland, known and distinguished as Lot No. 6 of Frost's Fifth Addition to the Town of Frostburg, a plat of which Addition is of record among the Land Records of Allegany County, Maryland, in Liber No. 15, folio 521, said lot being more particularly described as follows:

BEGINNING for the same at the end of the first line of Lot No. 5, and running thence North twenty-seven degrees twenty-six minutes West sixty-six feet, South fifty-two degrees forty-five minutes West one hundred and sixty-five feet, South twenty-seven degrees twenty-six minutes East sixty-six feet, North fifty-two degrees forty-five minutes East one hundred and sixty-five feet to the place of beginning; containing one-fourth of an acre.

IT being the same property which was conveyed to Conrad C. Brode by Catherine Brode, by deed dated December 25, 1895, and recorded among

the Land Records of Allegany County, Maryland, in Liber No. 78, folio 232; said property was devised by the last will and testament of the said Conrad C. Brode unto Rachael Brode, his wife, for life and then unto his children, Mary Sathoff, Catherine Brode, George Brode and Sarah E. Duckworth, which is of record in the office of the Register of Wills for Allegany County, in Wills Liber "G", folio 181; the share of the said Sarah E. Duckworth and her husband was conveyed to George Brode, Mary Sathoff and Catherine Brode by deed dated September 24, 1941, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 191, folio 368; Rachael Brode having now departed from this life, the title to said property is vested in Mary Sathoff, Catherine Brode and George Brode, as tenants in common.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To Have and to Hold the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

Provided, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

And the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of

DOLLARS

(\$) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

And the Mortgagor does further covenant and agree:

- (a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.
- (b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.
- (c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of

the Mortgagee.

- (d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.
- (e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

And it is Agreed that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

And in case of any default being made in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the *Equitable Savings and Loan Society of Frostburg, Maryland*, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which said sale shall be made in the manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness, the signatures and seals of the parties of the first part on the day and year above written.

WITNESS as to all:

Fred W. Boettner

Catherine Brode (SEAL)
CATHERINE BRODE

George Brode (SEAL)
GEORGE BRODE

Mary Sathoff (SEAL)
MARY SATHOFF

Henry Sathoff (SEAL)
HENRY SATHOFF

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this _____ day of July, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared CATHERINE BRODE, unmarried, GEORGE BRODE, unmarried,
MARY SATHOFF and HENRY SATHOFF, her husband,

the Mortgagor herein, and acknowledged the foregoing instrument of writing to be their
respective

act and deed; and at the same time and place before me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as herein set forth, and further made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such affidavit.

Witness my hand and Notarial Seal.

Anna Jean [Signature]

Compared and Stated *correct*To *Mt. Airy City**July 28 1954*FILED AND RECORDED JULY 20th 1954 at 12:05 P.M.

This Mortgage. Made this 28th day of July
in the year Nineteen Hundred and Fifty-Four, by and between

LEAH E. HINKLE (widow)

of Allegany County, in the State of Maryland
party of the first part, and

THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a banking corporation duly incorporated under the laws of the United States,

of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, The party of the first part is indebted unto the party of the second part in the full and just sum of Five Thousand (\$5,000.00) Dollars, this day loaned the party of the first part, which principal sum, with interest at 5% per annum, is to be repaid by the party of the first part to the party of the second part in payments of not less than Fifty-Three and 4/100 (\$53.04) Dollars per month, said payments to be applied first to interest and the balance to principal; the first of said payments to be due and payable one month from the date hereof, and to continue monthly until the amount of principal and interest is paid in full. Any balance of principal or interest remaining unpaid at the end of ten (10) years from the date hereof shall be then due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

does give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors or

~~indebted~~ assigns, the following property, to-wit:

ALL that lot or parcel of ground known and designated as Lot No. 69, in Gephart's Bedford Road Addition to Cumberland, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at a point on the Southeasterly side of Lincoln Street at the end of the first line of Lot No. 68, in said



Addition, and running thence with said side of said Street, North 41 degrees 18 minutes East 31 feet, then at right angles to said street South 48 degrees 42 minutes East 97 1/2 feet to Maple Alley, and with

it, South 37 degrees 30 minutes West 30.1 feet to the end of the second line of Lot No. 68, and with it reversed, North 48 degrees 42 minutes West 100 feet to the beginning.

BEING the same property which was conveyed to Leah E. Hinkle and C. Raymond Hinkle, her husband (now deceased) by A. Hulet Johnson (widow) by deed dated June 25, 1940, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 187, folio 66.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part

her heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

~~executors, administrators~~ or assigns, the aforesaid sum of

Five Thousand (\$5,000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

party of the first part

hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

~~his, her or their~~ and assigns, or William M. Somerville, its, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

party of the first part, her

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, her representatives, heirs or assigns.

And the said party of the first part

further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or

assigns, the improvements on the hereby mortgaged land to the amount of at least
Five Thousand and no/100 (\$5,000.00) ----- Dollars,
 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
 to inure to the benefit of the mortgagee its successors ~~them~~ or assigns, to the extent
 of its or ----- their lien or claim hereunder, and to place such policy or
 policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
 and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor,

Attest:

Angela M. Mc Clure Leah E. Hinkle [SEAL]
 Leah E. Hinkle

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 20th day of July
 in the year Nineteen Hundred and Fifty-Four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared

LEAH E. HINKLE (widow)
 and ----- acknowledged the foregoing mortgage to be her
 act and deed; and at the same time before me also personally appeared -----

John E. Mosner, Cashier of
 the within named mortgagee, and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Charles Shaw
 Notary Public.



RECORDED
 1. Les & Leggs Atty City
 July 28 1954

FILED AND RECORDED JULY 20th 1954 at 12:50 P.M.

PURCHASE MONEY

This Mortgage. Made this 19th day of July in the
 year Nineteen Hundred and fifty-four by and between
James H. Diehl and Mary Elaine Diehl, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Thirty-four Hundred & 00/100 - - - - (\$3400.00) - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-two & 71/100 - - - - (\$32.71) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that piece or parcel of ground situate on Columbia Street in the City of Cumberland, in Allegany County, State of Maryland, and known as the southeastern half of Lot No. 35 in Gephart's Second Addition to Cumberland, a plat of which said addition is recorded in Liber No. 38, folio 580 one of the Land Records of Allegany County, Maryland, and described as follows, to-wit:

Beginning at a stake on the south side of Columbia Street and at the end of the first line of Lot No. 34 in said addition, and running then with said Columbia Street, North 60-3/4 degrees West 25 feet, then South 29 1/4 degrees West 140 feet to Bond Street, then with said street, South 60-3/4 degrees East 25 feet to a corner of Lot No. 34, and then with said lot North 29-1/4 degrees East 140 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Sarah Franklin, Executrix, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Four Hundred & 00/100 ----- Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the

mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

William H. Diehl [SEAL]
James H. Diehl
Mary Elaine Diehl [SEAL]
Mary Elaine Diehl

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 19th day of July
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

James H. Diehl and Mary Elaine Diehl, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

William H. Diehl
Notary Public.

Compared and ~~Noted~~ *Noted*

To *Les H. Lipp, City*
July 28

LIBER 306 PAGE 68

FILED AND RECORDED JULY 20th 1954 at 12:50 P.M.

PURCHASE MONEY

This Mortgage, Made this 16th day of July In the
year Nineteen Hundred and fifty four by and between
Roy A. Malone, unmarried,

of Allegany County, in the State of Maryland, part y of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
- - - - - Eighteen Hundred and 00/100 (\$1800.00) - - - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5-1/2 per cent. per annum, in the manner following:

By the payment of Thirty-five and 00/100 - - - - - Dollars
on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

ALL that lot or parcel of ground situated and lying in Rose Hill Addition to the City of Cumberland, Maryland, said parcel of ground being a part of Lot No. 1 of Block No. 6 of Rose Hill Addition to the City of Cumberland, Allegany County, Maryland, a plat of said Addition together with courses and distances being on record in Liber No. 97, one of the Land Records of Allegany County, Maryland, and being more particularly described as follows:

BEGINNING for the same at the intersection formed by the South side of Patterson Avenue with the North side of an alley, 12 feet wide running parallel to and distant 95 feet northerly from the North side of Beall Street; it being the beginning of the whole Lot No. 1, Block No. 6 of Rose Hill Addition, and running thence with part of the first line thereof, it being also with the South side of Patterson Avenue, North 57 degrees East 86.9 feet, thence crossing the whole lot with a line parallel with the second line of the whole Lot No. 1, South 7 degrees and 25 minutes West 60-1/2 feet to a point on the third line of the whole lot and on the North side of the aforementioned 12 foot alley, thence with the third line thereof, it being with the North side of the said 12 foot alley, North 82 degrees 35 minutes West 66-3/10 feet to the place of beginning.

IT being the same property which was conveyed by Robert C. Sweitzer et ux to Roy A. Malone by deed dated as of even date and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this

indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that he will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eighteen Hundred and 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

William H. Harman

Roy A. Malone

[SEAL]

Roy A. Malone

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 16th day of July

in the year nineteen Hundred and Fifty four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Roy A. Malone, unmarried,

the said mortgagors herein and he acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

William H. Harman

Notary Public.

Compared and Mailed *Correct*

To *Earl E. Mangels Atty. Gen.*
July 28 1954

FILED AND RECORDED JULY 20th 1954 at 11:00 A.M.

PURCHASE MONEY

This Mortgage, Made this First day of July

in the year Nineteen Hundred and Fifty four, by and between
Clyde D. Summerfield and Marjorie R. Summerfield, his wife,

of Allegany County, in the State of Maryland
part ies of the first part, and C. Glenn Watson, widower,

of _____ County, in the State of Maryland
party of the second part, WITNESSETH:

whereas, the Parties of the First Part are jointly and severally indebted unto the Party of the Second Part in the sum and just sum of four thousand two hundred seventy, (\$4,270.00) dollars and which said principal sum or any balance thereof shall bear interest at the rate of six per centum, and which said principal sum and interest shall be repaid in equal monthly installments as follows: the sum of fifty-two (\$52.00) dollars shall be paid on the first day of the date hereof; and a like sum of \$5.00 shall be paid on the same date of each succeeding eleven months; the sum of sixty-five (\$65.00) dollars shall be paid on the first day of the date hereof; and a like sum of \$65.00 on the first day of each succeeding month until the aforesaid principal sum or any balance thereof and interest shall have been fully paid; and out of said monthly payment, first shall be computed and deducted the interest on said principal sum or any balance thereof, and the balance applied to the reduction of said principal sum; with the right reserved unto the Parties of the First Part the right to prepay any or all of said principal sum and interest at any time prior to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said _____
Clyde S. Sumnerfield and Marjorie R. Sumnerfield, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said
C. JOHN WATSON, WIDOWER, HIS

heirs and assigns, the following property, to-wit:

And that lot or parcel of ground situate on Bird Avenue, in the City of Cumberland, Allegany County, Maryland, and designated on the Eastern half of Lot No. 3 of the subdivision of the real estate of Maria D. Schneider as filed in with index "a" 1011665, in the office of the register of wills for Allegany County, and particularly described as follows, to-wit:

beginning for said lot of land at the beginning of the whole lot no. 3; and running thence with the north side of Blair Avenue, (20 feet wide), north 71.25 degrees west 44 feet to the beginning of lot no. 3, conveyed by George A. Pearre to Edward Moore by deed dated April 1, 1893, and recorded in Liber No. 35, folio 35, one of the Land Records of Allegany County; and reversing the fourth line thereof, North 13.75 degrees East 105 feet to the third line of Lot No. 3, and with the lines thereof, South 71.25 degrees East 44 feet; thence South 13.75 degrees west 105 feet to the place of beginning.

The AFORESAID PROPERTY is the same property conveyed by deed of even date herewith, by and between C. Glenn Watson, widower, and Clyde D. Swamerfield and Marjorie R. Swamerfield, his wife, and which said deed is to be recorded among the Land records of Allegany County, Maryland, simultaneously with the recordation of this Purchase Money Mortgage; a specific reference to said deed is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Clyde D. Summerfield and Marjorie R. Summerfield, his wife, ^{their} heirs, executors, administrators or assigns, do and shall pay to the said

C. Glenn Watson, widower, his

executors , administrator s or assigns, the aforesaid sum of.

Four Thousand Two Hundred Seventy (\$4,270.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be

performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Clyde D. Summerfield and Marjorie H. Summerfield, his wife,

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____

Clyde H. Summerfield and Marjorie H. Summerfield, his wife,
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

C. Glenn Watson, widower, his

heirs, executors, administrators and assigns, or Carl E. Manges
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in ~~Frank~~
~~Howard~~ Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Clyde D. Sumnerfield
and Marjorie R. Sumnerfield, their

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said Clyde D. Summerfield and Marjorie N. Summerfield,
his wife,

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or his

assigns, the improvements on the hereby mortgaged land to the amount of at least

Four Thousand Two hundred Seventy (\$4,270.00) - - - - - Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,

to inure to the benefit of the mortgagee , MIS heirs or assigns, to the extent
of MIS XXXXXX XXX XXXX XXX XXX their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hands and seals of said mortgagors:

Attest:

David M. Watson

David M. Watson

Clyde D. Summerfield (SEAL)
Clyde D. Summerfield
Marjorie R. Summerfield
Marjorie R. Summerfield

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this First day of July

in the year nineteen Hundred and Fifty -four _____, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared Clyde D. Summerfield and Marjorie K. Summerfield, his wife,

and each acknowledged the foregoing mortgage to be his and her respective act and deed; and at the same time before me also personally appeared

C. Glen Watson, widower,
the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

X

Notary Public.

Compared and Recd
T. J. St. Louis, City
July 20, 1954

FILED AND RECORDED JULY 20" 1954 at 12:50 P.M.

PURCHASE MONEY SECOND

This Mortgage. Made this 16th day of July
in the year Nineteen Hundred and fifty-four, by and between

ROY A. MALONE, unmarried,

of Allegany County, in the State of Maryland
party of the first part, and

ROBERT C. SWEITZER and EDITH K. SWEITZER, his wife,

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas the party of the first part is justly indebted unto the parties of the second part in the full and just sum of Seven Hundred Dollars (\$700.00) this day loaned the party of the first part by the parties of the second part, the receipt whereof is hereby acknowledged, which said sum, together with interest thereon at the rate of six per cent per annum, shall be paid by the party of the first part to the parties of the second part within one year from the date hereof.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,

together with the interest thereon, including any future advances, the said party of the first part do es give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part their heirs and assigns, the following property, to-wit:

ALL that lot or parcel of ground situated and lying in Rose Hill Addition to the City of Cumberland, Maryland, said parcel of ground being a part of Lot No. 1 of Block No. 6 of Rose Hill Addition to the City of Cumberland, Allegany County, Maryland, a plat of said Addition together with courses and distances being on record in Liber No. 97, one of the Land Records of Allegany County, Maryland, and being more particularly described as follows:

BEGINNING for the same at the intersection formed by the South side of Patterson Avenue with the North side of an alley, 12 feet wide running parallel to and distant 95 feet northerly from the North side of Beall Street; it being the beginning of the whole Lot No. 1, Block No. 6 of Rose Hill Addition, and running thence with part of the first line thereof, it being also with the South side of Patterson Avenue, North 57 degrees East 86.9 feet, thence crossing the whole lot with a line parallel with the second line of the whole Lot No. 1, South 7 degrees and 25 minutes West 60-1/2 feet to a point on the third line of the whole lot and on the North side of the aforementioned 12 foot alley, thence with the third line thereof it being with the North side of the said 12 foot alley, North 82 degrees 35 minutes West 66-3/10 feet to the place of beginning.

IT being the same property which was conveyed to Roy A. Malone by Robert C. Sweitzer et ux by deed dated as of even date and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, his heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of

- - - Seven Hundred Dollars and 00/100 (\$700.00) - - -

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part their heirs, executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party of the first part, his heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

And the said part y of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Hundred and 00/100 - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Witness:

William H. Harman

Roy A. Malone
ROY A. MALONE

[Seal]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 16th day of July
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared

Roy A. Malone, unmarried,

and he acknowledged the foregoing mortgage to be his
act and deed; and at the same time before me also personally appeared

Robert C. Sweitzer and Edith K. Sweitzer, his wife,
the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

William H. Harman

Notary Public

Compared and Mailed

To

LIBER 306 PAGE 76

FILED AND RECORDED JULY 20th 1954 at 10:55 A.M.

RELEASE OF MORTGAGE.

FOR VALUE RECEIVED, I, Eldridge E. Warnick, do hereby release that certain mortgage given to me by Ellen W. Riggelman and Madeline E. Riggelman, husband and wife, dated June 1, 1942, and recorded in Liber No. 162 Folio 693 of the Mortgage Records of Allegany County, Maryland. Hereby acknowledging myself fully paid and satisfied as to the debt secured thereby.

Witness my hand and seal this 24 day of June 1953.

(signed)

Eldridge E. Warnick
Eldridge E. Warnick.

(SEAL)

State of Texas, County of Potter, to wit:

I hereby certify that on this 24 day of June 1953, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Eldridge E. Warnick, and did acknowledge the foregoing release of mortgage to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year above written.



H. H. Wilgus
Notary Public
Potter County Texas

seal

Compared and *Registered*
To *Earl E. Manges Atty City*
July 28 1954

FILED AND RECORDED JULY 21st 1954 at 10:45 A.M.
PURCHASE MONEY

This Mortgage, Made this 25 day of May

in the year Nineteen Hundred and Fifty-four, by and between

Grace V. Deter and Bradley A. Deter, her husband,

of Allegheny County, in the State of Maryland
parties of the first part, and

A. Marteene Manges and Earl E. Manges, her husband,

of Allegheny County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the parties of the first part, for and to the use of the parties of the second part, have paid to the parties of the second part the sum of one dollar, and the parties of the second part have received the same, and the parties of the first part have agreed to give, grant, bargain and sell, convey, release and confirm unto the parties of the second part, their heirs and assigns, all that certain lot or parcel of ground situate, lying and being in the City of Cumberland, Allegheny County, Maryland, and fronting on Braddock Way in said City and more particularly described as follows, to-wit:

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Grace V. Deter and Bradley A. Deter, her husband,

do give, grant, bargain and sell, convey, release and confirm unto the said
A. Marteene Manges and Earl E. Manges, her husband, their

heirs and assigns, the following property, to-wit:

ALL of that certain lot or parcel of ground situate, lying and being in the City of Cumberland, Allegheny County, Maryland, and fronting on Braddock Way in said City and more particularly described as follows, to-wit:

BEGINNING for the said parcel of ground at a stake standing on the westerly side of the alley connecting Baltimore Avenue with Braddock Way; and running thence with the westerly side of said alley, South 34 degrees 55 minutes East 74.2 feet to Braddock Way at a point distant South 44 degrees 25 minutes West 4.6 feet from a planted stone marked C. I. Co.; and running thence with said Braddock Way, South 44 degrees 25 minutes West 9.9 feet; South 62 degrees 08 minutes West 17.4 feet to a point distant South 54 degrees 05 minutes

west 21.5 feet from said planted stone marked C. I. Co., it being also to the end of the division line between the property hereby intended to be conveyed and the property belonging to Melvin B. Hartsock, as described in a deed dated October 10, 1912, and duly recorded among the Land Records of Allegany County, Maryland; and running thence reversing said division line, North 55 degrees 45 minutes West 74.75 feet to a stake; thence North 57 degrees and 25 minutes East about 25 feet to the place of beginning on said alley. It being the intention of this deed to convey all of the rest and remainder of all that certain lot or parcel of ground, lying between Baltimore Avenue and Bradcock Way, conveyed by The Real Estate and Building Company of Cumberland, Maryland, and others, to the said Mary Ella Keady, by deed dated January 17, 1913, and recorded in Liber No. 111, folio 571, etc., one of said Land Records, not sold and conveyed by the said Mary Ella Keady and husband to William L. A. Evans and wife, by deed dated March 22, 1919, and recorded in Liber No. 126, folio 233, etc., one of said Land Records.

The aforesaid PROPERTY is the same property conveyed by deed of even date herewith by and between Flossie M. Z. Hudson to Grace V. Deter and Bradley A. Deter, her husband, and which said deed is to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this Purchase Money Mortgage; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Grace V. Deter and Bradley A. Deter, her husband, their heirs, executors, administrators or assigns, do and shall pay to the said

A. Marteene Manges and Earl E. Manges, her husband, their

executors, administrators or assigns, the aforesaid sum of _____ together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

Grace V. Deter and Bradley A. Deter, her husband

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____

Grace V. Deter and Bradley A. Deter, her husband, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said _____

A. Marteene Manges and Earl E. Manges, her husband, their

heirs, executors, administrators and assigns, or _____

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in ~~Allegany~~ Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Grace V. Deter and

Bradley A. Deter, her husband, their heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Grace V. Deter and Bradley A. Deter, her husband,

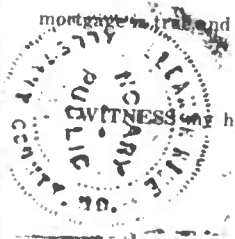
further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least _____ Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to run to the benefit of the mortgagee, their heirs or assigns, to the extent of XXXXXX their lien or claim hereunder, and to place such policy or policy forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors:

Attest: Eleanor Rice Grace V. Deter [SEAL]
Eleanor Rice Bradley A. Deter [SEAL]

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 20th day of May in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Grace V. Deter and Bradley A. Deter, her husband, and each acknowledged the foregoing mortgage to be her and his respective act and deed; and at the same time before me also personally appeared A. Martene Manges and Earl E. Manges, her husband, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage was true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Eleanor Rice

Notary Public.

Compared and *read* Delivered &

To *Rev. St. Louis City Co.*
July 28 1954

306 PAGE 80

FILED AND RECORDED JULY 21st 1954 at 1:20 P.M.

PURCHASE MONEY

This Mortgage, Made this 20th day of July in the
year Nineteen Hundred and fifty-four by and between
Barbara J. King, single

of Allegany County, in the State of Maryland, part Y of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Eight Thousand Two Hundred & 00/100 - - - (\$8,200.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Fifty-one & 88/100 - - - (\$51.88) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that certain piece or parcel of ground situated on the south side of Walnut Street, Bowling Green, Allegany County, Maryland, known as Lot No. 32 and being a part of the land conveyed to Ralph G. Cover by deed from Lulu L. Long dated the 22nd day of September, 1946, and recorded in Liber No. 211, folio 29, one of the Land Records of Allegany County, Maryland, and more particularly described as follows, to-wit:

Lot No. 32: Beginning at a point on the south side of Walnut Street distant North 82 degrees 40 minutes East 115.55 feet from the southeast intersection of Bowling Avenue and Walnut Street as located in Bowling Green Tenth Addition, and running then North 82 degrees 40 minutes East 54.6 feet, then South 7 degrees 20 minutes East 99.9 feet to a 15 foot alley, then with said alley South 83 degrees West 44.77 feet, then North 13 degrees 02 minutes West 100.2 feet to the beginning.

Being the same property which was conveyed unto the party of the first part by deed of Donald L. Hollis and Florence M. Hollis, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the

recording of these presents.

"And whereas this mortgage shall also secure us of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrants generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that she will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor, her heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Thousand Two Hundred & 00/100 - - (\$8200.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no

waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

William H. Harman

Barbara J. King
Barbara J. King

[SEAL]

State of Maryland,

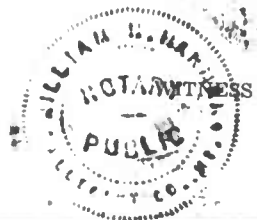
Allegany County, to-wit:

I hereby certify. That on this 20th day of July

in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Barbara J. King, single,

the said mortgagors herein and she acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

William H. Harman

Notary Public.

Compared

To *Legge Atty City*
*July 21 1954*FILED AND RECORDED JULY 21st 1954 at 1:20 P.M.

PURCHASE MONEY

This Mortgage, Made this 20th day of July in the year Nineteen Hundred and fifty-four by and between
Elmer L. Weimer and Johanna Weimer, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fifteen Hundred & 00/100 - - - - - (\$1500.00) - - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Twenty-one & 56/100 - - - (\$21.56) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of land in the City of Cumberland, Allegany County, Maryland, known and designated as part of Lot No. 58 in the Cumberland Improvement and Investment Company's Southern Addition, a plat of which said addition is recorded in Liber No. 1, folio 35 among the Plat Records of Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same on the easterly side of Arch Street at the end of the first line of a deed from Nathan Stallings et ux, to Emily Twigg dated November 29, 1895, which is recorded in Liber No. 77, folio 686 one of the Land Records of Allegany County, Maryland, and running then with the easterly side of Arch Street South 18 degrees 34 minutes West 19-3/4 feet, then at right angles to said street South 71 degrees 26 minutes East 100 feet to Hattie Alley, then with the westerly side of said alley North 18 degrees 34 minutes East 19-3/4 feet to the end of the second line of said Twigg deed, and then with said second line reversed North 71 degrees 26 minutes West 100 feet to the place of beginning.

Being the same property which was conveyed unto the parties

of the first part by deed of Odith M. Brotemarkle, widow, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Hundred & 00/100 - - - - (\$1500.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

William H. Herman

Elmer L. Weimer [SEAL]
Elmer L. Weimer

Johanna Weimer [SEAL]
Johanna Weimer

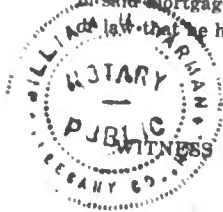
State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this 20th day of July
in the year nineteen (Hundred and Fifty-four), before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Elmer L. Weimer and Johanna Weimer, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

William H. Herman

Notary Public.

Compared with

*Mailed
To Carl E. Manger Atty
July 28, 1954*

LIBER 306 PAGE 86

FILED AND RECORDED JULY 21st 1954 at 3:30 P.M.

PURCHASE MONEY

This Mortgage, Made this 10th day of April

in the year Nineteen Hundred and Fifty-four, by and between
Virgil Junior Mongold and Rosalie W. Mongold, his wife,

of Allegheny County, in the State of Maryland
parties of the first part, and C. Glenn Watson, widower,

of Allegheny County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, the Parties of the first part are bona fide and justly indebted unto the Party of the second part in the full and just sum of Two Thousand Five Hundred (\$2,500.00) Dollars, and which said principal sum or any balance thereof shall bear interest at the rate of six (6%) per cent per annum, and which said principal sum and interest shall be repaid in equal monthly installments of Thirty (\$30.00) Dollars each, the first of which said monthly installments shall become due and payable one month from the date hereof and monthly thereafter on the same day of each succeeding month until the said principal sum and interest shall have been fully paid; with the right reserved unto the Parties of the First Part to prepay any or all of said principal sum and interest at any time prior to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said
Virgil Junior Mongold and Rosalie W. Mongold, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said
C. Glenn Watson, his

heirs and assigns, the following property, to-wit:

ALL those two lots of ground situate in Allegheny County, Maryland, near the valley Road about one mile northeasterly of the City of Cumberland, being Lot No. 441, Section "A" as shown on Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland; and

ALSO ALL that lot or parcel of land known as Lot No. 442, Section "A" as shown on said plat of Bowman's Addition.

THE AFORESAID PROPERTY is the same property conveyed by deed or even date herewith by and between Charles W. Wagoner and Alta J. Wagoner, his wife, and said Virgil Junior Mongold and Rosalie W. Mongold, his wife, and which said deed is to be recorded

simultaneously with the recordation of this Mortgage among the Mortgage Records of Allegany County, Maryland; a specific reference to which said deed is hereby made for a full and particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Virgil Junior Mongold and Rosalie W. Mongold, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said C. Glenn Watson, his

executors, administrators or assigns, the aforesaid sum of Two Thousand Five Hundred (\$2,500.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Virgil Junior Mongold and Rosalie W. Mongold, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Virgil Junior Mongold and Rosalie W. Mongold, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said C. Glenn Watson, his

heirs, executors, administrators and assigns, or Earl E. Manges his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Virgil Junior Mongold and Rosalie W. Mongold, his wife, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Virgil Junior Mongold and Rosalie W. Mongold, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand Five Hundred (\$2,500.00) - - - - - Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent

of his ~~XXXXXXXXXXXXXXXXXXXX~~ lien or claim hereunder, and to place such policy or

policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors:

Attest:

Earl E. Mungo *Virgil Junior Mongold* [SEAL]
Earl E. Mungo *Rosalie W. Mongold* [SEAL]
 Virgil Junior Mongold
 Rosalie W. Mongold

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 11th day of April

in the year nineteen Hundred and Fifty-four, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared
 Virgil Junior Mongold and Rosalie W. Mongold, his wife,

and each acknowledged the foregoing mortgage to be his and her respective
 act and deed; and at the same time before me also personally appeared
 C. Glenn Watson, widower,

the within named mortgagee, and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Earl E. Mungo
 Notary Public.

Compared with the original
 T. Gilbert P. K. Miller
 Frederick City
 July 24, 1954

FILED AND RECORDED JULY 22nd 1954 at 3:30 P.M.

This Mortgage, made this 22nd day of July, in the
 year Nineteen Hundred and fifty-four, by and between Wallace D. Liller and Pauline O.
 Liller, his wife, of Mineral County, West Virginia, but temporarily in Allegany
 County, Maryland, and Charles O. Liller and Lila Liller, his wife, of
 Allegany County, Maryland,

----- hereinafter called Mortgagors, which
 expression shall include their heirs, personal representatives, successors and assigns where
 the context so admits or requires, of the first part and

Delbert R. Kitzmiller and Ollie M. Kitzmiller, his wife, -----
 hereinafter called Mortgagees, which expression shall include their heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, parties of the second part, witnesseth:

WHEREAS, the said Mortgages are justly and bona fide indebted unto the said Mortgagees in the full sum of Six Thousand (\$6,000.00) Dollars, together with the interest thereon at the rate of Six per centum (6%) per annum. The said Mortgages hereby covenant and agree to make payments of not less than Ninety (\$90.00) Dollars each month on account of the principal indebtedness and interest as herein stated, the interest to be computed semi-annually at the rate aforesaid and deducted from said payments, and the balance thereof, after deducting the interest shall be credited to the principal indebtedness.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgages do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagees the following property, to-wit:

All that certain tract or parcel of land lying in the Village of Pinto, in Election District No. 7, of Allegany County, State of Maryland, and particularly described as follows, to-wit:

BEGINNING at an iron stake on the North side of the road leading to Pinto from U. S. Route No. 220, second corner to parcel No. 13, and running thence along the North side of said road, South 78 degrees 33 minutes East (M. B. old call, continued Vermier Reading) 20 feet to another of said stakes in said road boundary line; thence crossing the said road, South 33 degrees 30 minutes East passing over an iron stake at 42.43 feet, same course continued 100 feet more, making 142.43 feet in all to another of said stakes; thence South 56 degrees 30 minutes West 156 feet to a stake in a line of parcel No. 2, sold to W. L. Liller and wife; thence with a portion of said line reversed, North 32 degrees 48 minutes West 15 feet to another stake in said line, third corner to Parcel No. 13, thence with the second line thereof reversed, North 11 degrees 27 minutes East passing over a stake at 23 feet, in all 199.84 feet to the place of beginning, containing .395 of one acre, including a portion now used as a right-of-way for said Pinto Road. The parcel herein conveyed is known on the Flat of the Yoder lands as Parcel No. 20.

It being the same property which was conveyed unto the said Mortgages by Walker R. Liller and wife by deed dated the 27 day of July, 1954, and recorded among the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgages shall pay to the said Mortgagees the aforesaid

Six Thousand (\$6,000.00) Dollars -----

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgages may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgages hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagees or George R. Hughes, their ----- duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland ----- if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied; first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgages. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgages to the person advertising.

AND the said Mortgages further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagees the improvements on the hereby mortgaged land to an amount of at least -----

Six Thousand (\$6,000.00) ----- dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to insure to the benefit of the Mortgagees to the extent of their respective lien or claim

hereunder, and to place such policy or policies forthwith in possession of the Mortgagees ; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seals of said Mortgagor s

Attest:

George R. Hughes
Notary Public

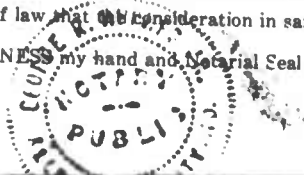
Wallace D. Liller (SEAL)
Wallace D. Liller
x Pauline O. Liller (SEAL)
Pauline O. Liller
Charles O. Liller (SEAL)
Charles O. Liller
Lila Liller (SEAL)
Lila Liller

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 22nd day of July, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Wallace D. Liller and Pauline O. Liller, his wife, Charles O. Liller and Lila Liller, his wife, the within named Mortgagors, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Delbert R. Kitzmiller, one of the Mortgagees herein

the within named Mortgagees, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.



George R. Hughes
Notary Public

Comptroller
To Mortgage 106 S Liberty St City
July 22 1954

FILED AND RECORDED JULY 22nd 1954 at 10:50 A.M.

This Mortgage, Made this 22nd day of July in the year Nineteen Hundred and fifty-four, by and between

RONALD DAYTON CUNNINGHAM and MARJORIE LEE CUNNINGHAM,
his wife,

of Allegany County, in the State of Maryland,
parties of the first part, and

IRVING MILLENSON



of Allegany County, in the State of Maryland,
part Y of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of Four Thousand Dollars (\$4,000.00) this day loaned the parties of the first part by the party of the second part, which said sum is to be repaid with interest thereon at the rate of six per cent per annum in monthly installments of \$2.57 each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his heirs and assigns, the following property, to-wit:

ALL that lot, piece, or parcel of ground situate in Election District No. 29 in Allegany County, Maryland, and being shown on an unrecorded plat of "Glendale Addition, LaVale, Cumberland, Maryland," as Lot No. 3 and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING for said parcel of land at a point distant South 47 degrees 40 minutes East 300 feet from the northeasterly intersection of Braddock Street and Santa Fe Street as shown on said plat and which said point is at the end of the first line and the beginning of the second line of a parcel of land conveyed by George E. Baughman, et ux, to J. A. Habel, et ux, and which said deed is dated the 27th day of August, 1948, and recorded in Liber No. 222, folio 113, one of the Land Records of Allegany County, Maryland; and running thence with the said second line, North 42 degrees 20 minutes East 100 feet to a stake; thence at right angles, South 47 degrees 40 minutes East 100 feet to a stake standing at the end of the division line between Lots Nos. 3 and 4 of said Addition; thence running with said division line, South 42 degrees 20 minutes West 100 feet to a stake standing on the northeasterly side of Santa Fe Street; thence running with said northeasterly side of Santa Fe Street, North 47 degrees 40 minutes West 100 feet to the place of beginning.

IT being the same property which was conveyed by George E. Baughman et ux to Ronald Dayton Cunningham et ux by deed dated September 26, 1953, and recorded in Deeds Liber 253, folio 561 among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his executor, administrator or assigns, the aforesaid sum of

- - - -FOUR THOUSAND and 00/100 DOLLARS (\$4,000.00) - - - - together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes,

assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part iea of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y of the second part, his heirs, executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part ies of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said part iea of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or hia assigns, the improvements on the hereby mortgaged land to the amount of at least **Four Thousand and 00/100** - - - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to insure to the benefit of the mortgagee, his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Witness:

W. R. Carson Ronald Dayton Cunningham [Seal]
W. R. Carson MARJORIE LEE CUNNINGHAM [Seal]
Marjorie Lee Cunningham [Seal]
MARJORIE LEE CUNNINGHAM

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 22nd day of July
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Ronald Dayton Cunningham and Marjorie Lee Cunningham, his wife,
and they acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared

Irving Millenson
the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Patty Ann Davis

Notary Public

FILED AND RECORDED JULY 22nd 1954 at 3:30 P.M.

Part Purchase Money

THIS MORTGAGE, Made this 21st day of July, 1954, by and between

James S. Kerr and Mary E. Kerr, his wife, parties of the first part, hereinafter sometimes called the Mortgagors, and The Liberty Trust Company, a corporation duly incorporated under the Laws of the State of Maryland, and having its principal office in the City of Cumberland, Maryland, Trustee, for the parties hereinafter enumerated, sometimes hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagors stand indebted unto The Liberty Trust Company, Trustee, as hereinafter set forth, in the total, full and just sum of Thirty-Eight Thousand (\$38,000.00) Dollars, as is evidenced by their several promissory notes of even date and tenor herewith, all of which said notes are payable one (1) year from date hereof, and bear interest at the rate of Five per centum (5%) per annum, said interest being payable in quarterly installments as it accrues, at the Office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest on said notes to be payable on September 30, 1954, and said notes being in the following amounts and denominations and being made to The Liberty Trust Company, Trustee, for the following:

1. Edgar D. Vandegrift and The Liberty Trust Company, Trustees for the John I. Vandegrift Company U/T/A dated November 30, 1951, in the amount of \$ 6,000.00
2. The Liberty Trust Company, Trustee for Frostburg Memorial Park Association, Inc., U/T/A dated August 30, 1950, in the amount of \$10,000.00
3. The Liberty Trust Company, Trustee for Hillcrest Burial Fund, in the amount of \$12,000.00
4. John A. Parks, Jr. and The Liberty Trust Company, Trustees U/W John A. Parks, deceased, in the amount of \$ 5,000.00



The Liberty Trust Company, Agent for Edna I. Hetzel and Ellen H. Fable, Surviving Trustees U/W of Carl C. Hetzel, deceased, in the amount of \$ 5,000.00

All of said notes and debts secured hereunder shall be of equal priority and any and all payments on this Mortgage shall be pro-rated among the holders of the aforesaid notes according to their pro-rata share in the total indebtedness. The Mortgagors reserve the privilege to pay the unpaid balance of the principal indebtedness, together with accrued interest thereon, in whole or in part, for reduction or extinguishment of the debt, at any time prior to the date of maturity of this Mortgage.

NOW, THEREFORE, in consideration of the premises and of the sum of One (\$1.00) Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Mortgagors do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee, its successors and assigns, the following property, to-wit:

All that lot, piece or parcel of land situated, lying and being on Valley Street in the City of Cumberland, Allegany County, Maryland, being part of Lots Nos. 44 and 45 in Gephart's Addition to Cumberland, Maryland, the part of which intended to be hereby conveyed being described as follows, to-wit:

BEGINNING for the same at a point distant South 64 degrees 07 minutes East 18.43 feet on the first line of the deed from the Union Mining Company to James B. Williams dated the first day of February, 1910, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 105, folio 509, said point of beginning being also the end of the first line in the deed from Paul A. Williams and Frances D. Williams, his wife, to the Mayor and City Council of Cumberland, Maryland, a Municipal Corporation, dated the 10th day of December, 1949, and recorded among the aforesaid Land Records in Liber No. 227, folio 593, and running thence South 64 degrees 07 minutes East 104.57 feet to the division line between Lots Nos. 45 and 46 of said Gephart's Addition; thence with said division line, South 25 degrees 26 minutes West 93 feet to the North-west corner of Lot No. 42 of said Gephart's Addition; thence with the Northerly line of Lots Nos. 42 and 43 of said Addition, North 64 degrees 27 minutes West 99.23 feet to the end of the second line in the aforesaid deed from the said Paul A. Williams and Frances D. Williams, his wife, to the Mayor and City Council of Cumberland, Maryland, a Municipal Corporation; thence with said second line reversed, North 22 degrees 08 minutes East 92.98 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Super Concrete Co., Inc. by deed dated the 21st day of July, 1954, and duly recorded among the Land Records of Allegany County.

ALSO: all those lots or parcels of ground situated on the National Pike about four miles West of the City of Cumberland, in Allegany County, Maryland, known as Lots Nos. 15 and 16 in "LaVale Home Addition", a plat of which said Addition is filed in Liber No. 121, folio 86, of the Land Records

of Allegany County, Maryland, and which said lots are described as follows:

BEGINNING at a peg on the South side of the National Pike at the end of a line drawn South 43 degrees 30 minutes West 40 feet from the end of the first line of Lot No. 14, and running thence with said Pike, South 43 degrees 30 minutes West 56 feet; thence South 45 degrees 30 minutes East 125 feet to a 12-foot alley; and with said alley, North 43 degrees 30 minutes East 46 feet to the West side of Woodlawn Avenue; and with said Avenue, North 45 degrees 30 minutes West 125 feet to the beginning.

EXCEPTING, HOWEVER, all that part thereof which was conveyed by the said Mortgagors unto Esso Standard Oil Company by deed dated November 27, 1950, and recorded in Liber No. 232, folio 94, one of the Land Records of Allegany County.

It being part of the same property which was conveyed unto the said Mortgagors by Virgil H. Ruppenthal and wife by deed dated September 22, 1945, and recorded in Liber No. 205, folio 456, of the Land Records of Allegany County, and also by a Quit-Claim Deed from Lewis Edward Dufty and wife dated December 17, 1945 and recorded in Liber No. 206, folio 485, of said Land Records.

ALSO: All those two lots or parcels of ground situated on the Southeasterly side of the National Turnpike West of the City of Cumberland known and designated as Lots Nos. 17 and 18 of LaVale Home Addition, each of said lots fronting 25 feet on the Southeasterly side of said National Turnpike and extending back for a depth of 125 feet to a 12-foot alley.

EXCEPTING, HOWEVER, all that part of said Lots Nos. 17 and 18 in LaVale Home Addition as were heretofore conveyed by the said Mortgagors to the Esso Standard Oil Company by deed dated November 27, 1950, and recorded in Liber No. 232, folio 94, one of the Land Records of Allegany County.

It being part of the same property which was conveyed unto the said Mortgagors by Louise Percy McAdams, widow, by deed dated September 15, 1945, and recorded in Liber No. 205, folio 455 of the Land Records of Allegany County.

ALSO: all those three lots situated at LaVale, Allegany County, Maryland, and known as Lots Nos. 68, 69 and 70 in "LaVale Home Addition", a Plat of which said Addition is recorded among the Land Records of Allegany County, Maryland, in Liber 121, folio 66, said three lots being more particularly described in one parcel as follows:

BEGINNING for the same at a point on the West side of Woodlawn Avenue at the end of a line drawn South 45 degrees 30 minutes East 12 feet from the end of the third line of Lot No. 15, and running thence with said Woodlawn Avenue, South 45 degrees 30 minutes East 75 feet to the division line between Lots Nos. 70 and 71, and with said division line, South 43 degrees 30 minutes West 125 feet to a 12-foot alley, and with said alley, North 45 degrees 30

minutes West 75 feet to another 12-foot alley, and with said alley, North 43 degrees 30 minutes East 125 feet to the point of beginning.

It being the same property which was conveyed unto the said Mortgagors by Raymond H. Leighty and wife, by deed dated March 9, 1950, and recorded in Liber No. 228, folio 263, one of the Land Records of Allegany County.

ALSO: all the following described lot or parcel of ground lying and being in Allegany County, State of Maryland, and situated in Election District No. 21:

All of that piece or parcel of ground situated on the South of the National Highway about $6\frac{1}{2}$ miles East of the City of Cumberland, beginning at a planted stone with a cross cut in the top and standing on the South side of the Baltimore Turnpike, now known as the National Highway about 51 feet from the center of the said Pike near a drain, also being at the end of a reference line drawn North 19 degrees East 114.3 feet from the Northwest corner of Leroy Chaney's House, thence South $25\frac{1}{2}$ degrees East 108.5 feet to a planted stone, South $69\frac{1}{4}$ degrees East 100 feet to a Walnut tree marked with 6 notches, South 73 degrees East $58\frac{1}{2}$ feet to a small Walnut tree marked with 6 notches, North $63\frac{1}{2}$ degrees East 88 feet to an iron pin, North 37 degrees East $62\frac{1}{2}$ feet to a stone at the end of the 4th line in a deed from the said Leroy Chaney, et ux, to Blanche Arbutus Chaney, by deed dated the 16th day of May, 1927, and recorded in Liber No. 155, folio 336, one of the Land Records of Allegany County, of which the land hereby intended to be conveyed is a part, thence with the 5th line of said deed, North 9 degrees West 124 feet to a Yellow Pine tree marked with 6 notches, North $55\frac{1}{2}$ degrees West 142 feet to an iron pin, South 24 degrees West 44 feet to an iron pin, North $61\frac{1}{2}$ degrees West 69 feet to an iron pin, South 58 degrees West $64\frac{1}{2}$ feet to an iron pin, North 43 degrees East 29 feet to the said National Highway and with it to the beginning.

Variation for the 1st, 2nd and 6th lines should date from the aforementioned deed, all other lines from October 9th, 1941.

ALSO: All that land lying about six and one-half miles East of Cumberland, in Allegany County, Maryland, to the South of the Baltimore Turnpike, which is described as follows:

BEGINNING for the same at an iron pin at the end of the 4th line in a deed from Mary C. Brinhan, et vir, to Frank E. Stamp, et ux, dated the 9th day of October, 1941, and recorded in Liber No. 191, folio 518, one of the Land Records of Allegany County, Maryland, and then by same meridian and horizontal distances, North 65 degrees 21 minutes East 181.7 feet to an iron pin below the road; North 76 degrees 37 minutes East 203.6 feet to an iron pin in edge of field at the head of deep ravine; South 4 degrees 20 minutes West 297.7 feet passing a Black Walnut tree to an iron pin in line of wire fence; North 88 degrees 43 minutes East 17.8 feet to locust snag in fence; South 82 degrees 24 minutes East 97.3 feet to a fence post; South 66 degrees

34 minutes East 82.5 feet to an Ash tree at Junction of fences and near the end of the 24th line in a deed from Edmund B. Footer, et ux, to Leroy Chaney, dated the 23rd day of June, 1921, and recorded in Liber No. 137, folio 150, one of the Land Records of Allegany County, Maryland, of which the land hereby intended to be conveyed is a part; then reversing the lines in said deed, North 28 degrees 35 minutes East 721.2 feet to an Elm stump; North 24 degrees 07 minutes West 127 feet with wire fence; North 29 degrees 45 minutes West 123 feet with wire fence; North 43 degrees 40 minutes West 30.5 feet with wire fence; North 62 degrees 45 minutes West 54 feet with wire fence; North 73 degrees 50 minutes West 50.5 feet with wire fence; North 83 degrees 10 minutes West 170.4 feet to a large Black Walnut tree; North 39 degrees 10 minutes West 136.2 feet with wire fence; North 55 degrees 10 minutes West 92.9 feet to a dead forked locust tree near top of hill and at the end of the 19th line in deed last mentioned above; then reversing part of said line, North 60 degrees 22 minutes West 313 feet to an iron pin in line of fence at the end of the 9th line in a deed from Leroy Chaney, et ux, to Blanche Arbutus Chaney, dated the 16th day of May, 1927, and recorded in Liber No. 155, folio 336, one of the Land Records of Allegany County, Maryland; then reversing the lines in said deed, South 33 degrees 43 minutes West 205 feet to a stake; South 25 degrees 00 minutes West 140.4 feet to a stake; South 17 degrees 00 minutes West 128.6 feet to a stake; South 8 degrees 30 minutes West 176.8 feet to a Yellow pine tree at the end of the 5th line in a deed to Frank E. Stamp, et ux, mentioned above; then reversing lines in said deed, North 9 degrees 00 minutes West 119.5 feet to a planted stone; South 37 degrees 00 minutes West 60.3 feet to the beginning, containing 14.31 acres.

It being the same property which was conveyed unto the said Mortgagors by Frank E. Stamp and wife, by deed dated April 9, 1951, and recorded in Liber No. 233, folio 367, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators, or assigns, do and shall pay unto the said Mortgagee, its successors or assigns the aforesaid sum of Thirty-Eight Thousand (\$38,000.00) Dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime, do and shall perform all of the covenants herein on their part to be performed, then this Mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this Mortgage if the Mortgagors shall cease to own, transfer or dispose of the within described

property without the written consent of the Mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the Mortgagors may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the Mortgage debt and interest hereby intended to be secured, the said Mortgagors shall hereby covenant to pay the said Mortgage debt, the interest thereon, and all public charges and assessments when legally demanded; and it is further agreed that in case of default in said Mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagors also consent to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payments of the mortgage debt aforesaid, or of the interest thereof, in whole or in part, or in any agreement, covenant or condition of this Mortgage, then the entire Mortgage debt intended to be hereby secured shall at once become due and payable, provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and that the Mortgagors shall have sixty days after the receipt of said notice to make tender of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit:

By giving at least twenty days notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first; to the payment of all expenses incident to such sale, including taxes, and all other public liens and assessments, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, then in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this Mortgage, whether the same shall have been matured or not, and as to the balance, to pay it over to the said Mortgagors, their heirs or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least

Thirty-Eight Thousand (\$38,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in the case of fire to insure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the Mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties hereto.

IN WITNESS WHEREOF, the said Mortgagors have affixed their signatures and seals on the day and year above written.

WITNESS:

Thomas L. Kesch

James S. Kerr (SEAL)
James S. Kerr

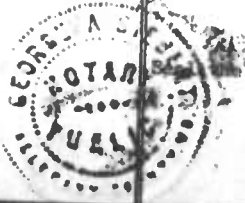
Mary E. Kerr (SEAL)
Mary E. Kerr

STATE OF MARYLAND
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 2/67 day of July, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared James S. Kerr and Mary E. Kerr, his wife, and each acknowledged the foregoing Mortgage to be their act and deed, and also, personally appeared Charles A. Piper, President of The Liberty Trust Company, and John J. Robinson, Trust Officer of The Liberty Trust Company, Trustee, the within named Mortgagee and each made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and is duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial day and year above written.



George A. Smith
Notary Public

Com

To Mtgee Frostburg Md
July 28 1954

LIBER 306 PAGE 100

FILED AND RECORDED JULY 22nd 1954 at 8:00 A.M.

THIS MORTGAGE, Made this 16TH day of JULY 19 54, by and between

WILLIAM H. KIRBY AND MATILDA J. KIRBY, HIS WIFE

of MOUNT SAVAGE, in the State of Maryland, Mortgagor S, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagor S justly indebted unto the Mortgagee in the full and just sum of THREE HUNDRED THIRTY AND 00/100 ----- \$ 330.00

which is to be repaid in 22 consecutive monthly installments of \$ FIFTEEN DOLLARS each, beginning one month from the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said Mortgagor S do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground and premises located in MOUNT SAVAGE, ALLEGANY COUNTY, MARYLAND, known as

CALLOW HILL

and more fully described in a Deed from THOMAS MACHIN & MARY E. MACHIN, dated SEPTEMBER 12, 1930, recorded among Land Records of ALLEGANY COUNTY, MARYLAND, Liber 164, Folio 120

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns, forever, provided that if the said Mortgagor S, THEIR heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on THEIR part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagor S may retain possession of the mortgaged property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest thereon said Mortgagor S hereby covenant to pay when legally demandable.

AND, the said Mortgagor S further covenant to keep the improvements on the said mortgaged property fully insured against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns, which sale shall be made as follows: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the Mortgagor S, THEIR heirs or assigns, and in case of advertisement but no sale, one-half of the above commission shall be paid by the Mortgagor S, THEIR representatives, heirs or assigns.

WITNESS OUR hand S and seal S

WILLIAM H. KIRBY (SEAL)

MATILDA J. KIRBY (SEAL)

Matilda J. Kirby (SEAL)

ATTEST:

RACHEL KNIERIM

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 16TH day of JULY 19 54, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared WILLIAM H. KIRBY AND MATILDA J. KIRBY, HIS WIFE

the Mortgagor S, and in the foregoing mortgage and THEY acknowledged the foregoing mortgage to be THEIR act, and the same time also appeared WILLIAM H. KIRBY, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true and correct as therein set forth.

my hand and Notarial Seal.

Notary Public
RACHEL KNIERIM

Allegany
Edgar H. Kolberg and Mary Margaret Kolberg
July 28 1954

FILED AND RECORDED JULY 23rd 1954 at 10:55 A.M.
 PURCHASE MONEY SECOND

This Mortgage. Made this Twenty First day of July
 in the year Nineteen Hundred and Fifty Four, by and between

WILLIAM P. BRYAN, SINGLE,

of Allegany County, in the State of Maryland
 part Y of the first part, and EDGAR H. KOLBERG AND MARY MARGARET KOLBERG, HIS

WIFE,

of Allegany County, in the State of Maryland
 part ies of the second part, WITNESSETH:

WHEREAS, the said party of the first part is indebted unto the said parties of the second part for money borrowed in the amount of One Thousand Dollars (\$1,000.00), as evidenced by the Promissory Note of the said Party of the first part dated of even date herewith, made payable on demand unto the order of the said parties of the second part herein, in the amount of One Thousand Dollars (\$1,000.00), with interest at the rate of Six Percent Per Annum, (6%), and

WHEREAS, the said party of the first part has agreed to execute this mortgage as security for the aforesaid note and has agreed that this mortgage is to be a second mortgage and subject to the lien of the Citizen's National Bank of Westernport, Maryland, dated July 20, 1954, and the said party of the first part agrees to pay in the reduction of said note until demand is made for the full amount due, at least the sum of Twenty Dollars (\$20.00) per month, including the aforesaid interest, and is payable at said bank where note is held for collection, and

WHEREAS, the money herein borrowed is for the purchase price of the herein-after described real estate and therefore this is known as a Purchase Money Mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

do es give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, husband and wife, their

heirs and assigns, the following property, to-wit:

All of that land as laid out on the Plat of the Westernport Real Estate and Improvement Company of Westernport, Maryland, improved by House No. 423, as located on Maryland Avenue, in the Town of Westernport, Maryland, as described by that certain deed by notes and bounds made unto the said party of the first part herein by the said parties of the second part, dated of even date herewith, and which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this Mortgage, and being also the same property as conveyed unto the said Edgar H. Kolberg et ux., by the West Virginia Pulp and Paper Company, by deed dated December 2, 1949, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 227, folio 310.

ALSO that certain lot of ground in the Town of Luke, Allegany County, Maryland, being lots Numbers One and Two in Spangler's Addition thereto, and which property was conveyed unto the said party of the first part hereby by deed from the West Virginia Pulp and Paper Company, dated May 3, 1950, and recorded among the

Land Records of Allegany County, Maryland, in Liber No. 229, Folio 131.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

Provided, that if the said party of the first part, his

heirs, executors, administrators or assigns, do and shall pay to the said parties of the ~~first~~ second part, their

executor, administrator or assigns, the aforesaid sum of ONE THOUSAND DOLLARS (\$1,000.00), together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said ~~parties of the first part~~

parties of the first part, their

heirs, executors, administrators and assigns, or Herace P. Whitworth Jr. his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

outured or not; and as to the balance, to pay it over to the said party of the first part,

his heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

And the said party of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least

ONETHOUSAND & .00/100 Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

Herace P. Whitworth Jr.
Herace P. Whitworth Jr.

William P. Bryan [SEAL]
William P. Bryan

[SEAL]

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 20th day of July
 in the year nineteen Hundred and Fifty Four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared
William P. Bryan, single,
 and has acknowledged the foregoing mortgage to be his voluntary
 act and deed; and at the same time before me also personally appeared
Edgar H. Kolberg and Mary Margaret Kolberg, his wife,
 the within named mortgagee, and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Richard H. Whitson
 Notary Public.



*Received
 Mortgage Westernport Md
 July 20 1954*

PURCHASE MONEY

FILED AND RECORDED JULY 23rd 1954 at 10:30 A.M.

This Mortgage, made this twentieth day of July, in the
 year Nineteen Hundred and fifty-four, by and between William Pugh Bryan, single
 of Allegany County, Maryland,

----- hereinafter called Mortgagor, which
 expression shall include his----- heirs, personal representatives, successors and assigns where
 the context so admits or requires, of Allegany County, State of Maryland, party of the first part and
The Citizens National Bank of Westernport, Maryland, a corporation,
 organized under the national banking laws of The United States of America.
 hereinafter called Mortgagee, which expression shall include its----- heirs, personal represen-
 tatives, successors and assigns, where the context so requires or admits, of Allegany County, State of
Maryland, party of the second part, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money
 in the principal sum of Seventy-five hundred -----Dollars (\$ 7500.00),
 with interest from date at the rate of six----- per centum (6%) per
 annum on the unpaid principal until paid, principal and interest being payable at the office of
The Citizens National Bank-----, in Westernport, -----

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 20th day of July
 in the year nineteen Hundred and Fifty Four before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared

William P. Bryan, single,

and has acknowledged the foregoing mortgage to be his voluntary

act and deed; and at the same time before me also personally appeared

Edgar H. Kolberg and Mary Margaret Kolberg, his wife,

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Richard H. Whitson
 Notary Public.



*Copy
 Mortgage Westernport Md
 July 27 54*

FILED AND RECORDED JULY 23rd 1954 at 10:30 A.M.
 PURCHASE MONEY

This Mortgage, made this twentieth day of July, in the
 year Nineteen Hundred and fifty-four, by and between William Fugh Bryan, single
 of Allegany County, Maryland,

hereinafter called Mortgagor, which expression shall include his heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, party of the first part and The Citizens National Bank of Westernport, Maryland, a corporation, organized under the national banking laws of The United States of America, hereinafter called Mortgagee, which expression shall include its heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Seventy-five hundred Dollars (\$ 7500.00), with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Citizens National Bank, in Westernport,

Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of at least the sum of seventy five dollars (\$ 75.00), commencing on the 20th day of August-----, 1954, and on the twentieth----- day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the twentieth----- day of July-----, 1964. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity.

And notwithstanding the above agreement to make monthly payments in reduction of the principal of said debt, which is to be evidenced by the promissory note of the said mortgagor, payable on demand with interest, the principal amount of said note remaining unpaid at any time shall be payable by the maker thereof on demand by the holder of said note.

And it is further understood and agreed that the amount of said debt is being applied to the purchase of the property hereby mortgaged and that this mortgage shall be executed as a purchase money mortgage.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor does hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

FIRST- All that certain lot of ground in the town of Westernport, in Allegany County, Maryland, laid out on the plat of The Westernport Real Estate and Improvement Company, improved with dwelling House No. 423, and described as follows, viz: Beginning at the intersection of Maryland Avenue and Third Street in said town of Westernport and at the Northeast corner thereof, and running along the North side of Maryland Avenue 24 feet 9 inches, thence along the dividing line and partition of houses No. 423 and 421 East 84 feet to the West side of a Twelve Foot Alley. Being the same property which was conveyed unto the said party of the first part herein by deed from Edgar L. Kolberg et ux, dated July 15, 1954 and which deed is to be recorded among the land records of Allegany County, Maryland, at the same time as the recording of this purchase money mortgage.

That certain lot of ground in the town of Luke, Allegany County, Maryland, being lots Numbers One and Two in Spangler's Addition thereto, and which was conveyed unto the said party of the first part herein by deed from The West Virginia Pulp and Paper Company, dated May 3, 1950 and of record in Liber No. 229 Folio 131 of the land records of Allegany County, Maryland.

To both of said deeds above mentioned a reference is hereby made for a more definite and particular description of the property hereby mortgaged.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor shall pay to the said Mortgagee the aforesaid promissory note for \$ 7500.00 or any renewal of the same or renewal of part thereof which might be executed.

and in the meantime shall perform all the covenants herein on his-----part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which is also said mortgage debt and the interest thereon, the said Mortgagor hereby covenant s to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its or their----- duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland----- if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least seventy five hundred -

dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to insure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagor

Attest:

Horace P. Whitworth

William Tugh Bryan (SEAL)

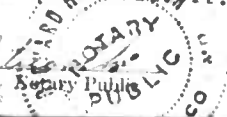
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 20th day of July, in the year 1954 before me, the subscriber, a Notary Public of the State of Maryland, named for said County, personally appeared, William Tugh Bryan, single

the within named Mortgagor, and acknowledged the foregoing mortgage to be his voluntary act and deed. And at the same time, before me, also personally appeared Horace P. Whitworth, President of The Citizens National Bank of Westernport, Maryland.

the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the president of said bank authorized to make this affidavit. WITNESS my hand and Notarial Seal the day and year last above written.

Richard Whitworth



FILED AND RECORDED JULY 23rd 1954 at 9:50 A.M.

This Mortgage, Made this 22nd day of July in the year Nineteen Hundred and fifty-four by and between Daniel S. Evans, Sr. and Comfort H. Evans, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fifty-five Hundred & 00/100 - - - (\$5500.00) - - - - - Dollars,



which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of $5\frac{1}{2}$ per cent. per annum, in the manner following:

By the payment of Forty-four & 94/100 - - (\$44.94) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the northwesterly side of the Little Valley Road just northerly of the City of Cumberland, Allegany County, Maryland known and designated as Lot Nos. 20 and 21 in Glenora Addition, which said lots are more particularly described as follows, to-wit:

Beginning for the same on the westerly side of Valley Road at the end of the first line of Lot No. 19 in said addition, and running then with said Valley Road North $35\frac{1}{2}$ degrees East 131.2 feet to the southerly side of an unnamed street, then with said street North 55 degrees ^{West} 187.2 feet, then continuing with said street North $78\frac{1}{2}$ degrees West 71.2 feet to the easterly side of Balch Drive, then with said Balch Drive South 37 degrees 50 minutes West (according to plat of Glenora Addition) 137.1 feet to the end of the second line of said Lot No. 19, and then with said second line reversed South $60\frac{1}{2}$ degrees East 255 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by 2 deeds from Pearl Lamm, the first dated July 31, 1947 and recorded in Liber No. 216, folio 418 Allegany County Land Records, and the second dated August 25, 1947 and recorded in Liber No. 216, folio 658 Allegany County Land Records.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is impressed as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors . . . their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein or their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or C. C. W. Lingo, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least **Fifty-five Hundred & 00/100 - - - - (\$5500.00) - - - -** Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage; and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

William H. Harman

Daniel S. Evans, Sr. [SEAL]
Emilia H. Evans [SEAL]
 Daniel S. Evans, Sr.
 Emilia H. Evans

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 22nd day of July
in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Daniel S. Evans, Sr. and Comfort H. Evans, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

William H. Harman

Notary Public.

Completed and filed *emw*

Mtgs City

July 28 54

FILED AND RECORDED JULY 26th 1954 at 3:00 P.M.

This Mortgage. Made this 26th day of
July, in the year nineteen hundred and Fifty Four, by and between
Joseph C. Yutay and Edna L. Yutay, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and
THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly
incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee.
Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the
said Mortgagee in the full and just sum of Two Thousand One Hundred (\$2,100.00) Dollars,
for which they have given their promissory note of even date herewith payable on
or before three years after date with interest at the rate of 5% per annum in
monthly payments on the principal and interest of not less than Sixty (\$60.00)
Dollars.



And whereas, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagor do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit:

[illegible]

and the same conveyance conveyed to the same parties the same property. Being of record in the County of Allegany, West Virginia, on the 11th day of July, 1900, and recorded in Volume 10, Page 100, of the Land Records of Allegany County, Maryland.

Second. All those lots and parcels of ground situate in Allegheny County, State of Maryland, known as Lots Nos. 81, 82, 83 and 84 as shown on map titled "Wilber Farm Addition to the City of Maryland, Maryland," recorded in Plat Book No. 105, in the Office of the Clerk of the Court for Allegheny County, Maryland, and described and conveyed in the deed from Clarence Lipool, Trustee, to Joseph C. Yutz et al. dated July 31, 1942, and recorded in Liber No. 194, Folio 469, one of said Land Records.

Reference to the deeds aforementioned is hereby made for a better or description of the real estate herein conveyed.

To have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of- -Two Thousand One Hundred (\$2,100.00)- - - dollars

and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent, to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - - Two Thousand One Hundred (\$2,100.00) - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors .

Attest:

William C. Duff

Joseph C. Tutty (SEAL)
Edna L. Tutty (SEAL)

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 26th day of July,
in the year nineteen hundred and fifty-four, before me, the subscriber, a Notary
Public of the State of Maryland, in and for Allegany County, personally appeared

Joseph L. Yantz, his wife,

and acknowledged the foregoing mortgage to be his act and deed; and at the same
time, before me, also personally appeared Walter A. Gibson, President Cashier of
The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mort-
gagee, and made oath in due form of law, that the consideration in said mortgage is true and bona
fide as therein set forth; and the said President Walter A. Gibson did further,
in like manner, make oath that he is the Cashier and agent or attorney for said corporation and
duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day
and year above written.

Michael R. Sully
Notary Public



FILED AT: BALTIMORE JULY 24 1954 at 10:35 A.M.

This Mortgage. Made this 12th day of April
in the year Nineteen Hundred and Fifty-four, by and between
Betty Jean Detrick and Daniel F. Detrick, her husband,

of Allegany County, in the State of Maryland
parties of the first part, and Lenna H. Witzenburg

of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, the Parties of the First Part are justly and bona
fide indebted unto the Party of the Second Part in the full and
just sum of Three Thousand (\$3,000.00) Dollars and which said
principal sum or any balance thereof shall bear interest at the
rate of six (6%) per cent per annum; and said principal sum and



*Earl E. Thanger Notary
July 24 1954*

interest shall be repaid in equal monthly installments of Seventy (\$70.00) Dollars each, out of which said monthly payments first shall be computed and deducted the interest on said principal sum or any unpaid balance thereof, and the balance of said payments to be applied to the reduction of said principal sum, the first of which said monthly payments shall become due and payable one month from the date hereof and monthly thereafter until said principal sum and interest shall have been fully paid; with the right reserved unto the Parties of the First Part to prepay any or all of said principal sum and interest at any time prior to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Betty Jean Detrick and Daniel F. Detrick, her husband,

do give, grant, bargain and sell, convey, release and confirm unto the said Lenna R. Litzenburg, her

heirs and assigns, the following property, to-wit:

All of that lot, piece, or parcel of land situate, lying, and being in Allegany County, Maryland, being situate about three miles easterly of the City of Cumberland on the Little Valley Road in Election District No. 5 in Allegany County, State of Maryland, and which said parcel of land is more particularly described by metes and bounds, courses and distances, as follows, to-wit:

BEGINNING for said parcel at the end of the second and the beginning of the third line of the whole parcel of which this is a part and running with said third line, ~~reversed~~ South 21.75 degrees West 80 feet to a stake in said line; thence constructing a new division line, North 68.25 degrees West 180 feet to a stake; thence constructing a new division line, North 21.75 degrees East 30 feet to a stake standing at the end of 310 feet on the second line of the

whole parcel; thence running with said second line, South 68.25 degrees East 130 feet to the place of beginning.

THE AFORESAID PROPERTY is the same property conveyed by deed of even date herewith, by and between Okey T. G. Kenney and Bessie M. Kenney, his wife, and Betty Jean Detrick, and which said deed is to be recorded simultaneously with the recordation of this mortgage among the Mortgage Records of Allegany County, Maryland; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Betty Jean Detrick and Daniel F. Detrick, her husband, their heirs, executors, administrators or assigns, do and shall pay to the said Lenna R. Litzenburg, her

executors, administrator or assigns, the aforesaid sum of Three Thousand (\$3,000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Betty Jean Detrick and Daniel F. Detrick, her husband,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____

Betty Jean Detrick and Daniel F. Detrick, her husband

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said _____

Lenna K. Litzenburg, her

heirs, executors, administrators and assigns, or Earl E. Manges

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Betty Jean Detrick and Daniel F. Detrick, her husband, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Betty Jean Detrick and Daniel F. Detrick, her husband,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least

Three thousand (\$3,000.00) Dollars - - - - - Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of her their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s:

Attest:

Earl E. Manges

Earl E. Manges

Betty Jean Detrick

Betty Jean Detrick

Daniel F. Detrick

[SEAL]

[SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 12th day of April

in the year nineteen Hundred and Fifty Four, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

Betty Jean Detrick and Daniel F. Detrick, her husband,

and each acknowledged the foregoing mortgage to be her and his respective act and deed; and at the same time before me also personally appeared _____

Lenna K. Litzenburg

the within named mortgagee, and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Ead Edmund [Signature]

Notary Public.

Com. [Signature]
Mortg. 106 S. Liberty St.
July 28 - 54

FILED AND RECORDED JULY 24, 1954, at 8:45 A.M.

This Mortgage, Made this 23rd day of July,
in the year Nineteen Hundred and fifty-four, by and between

WILLIAM L. KUHLMAN and URSULA L. KUHLMAN, his wife,

of Allegany County, in the State of Maryland,
parties of the first part, and

IRVING MILLENSON



of Allegany County, in the State of Maryland,
party of the second part, WITNESSETH:

Whereas, the parties of the first part are justly indebted unto the party of the second part in the full and just sum of \$3,000.00 this day loaned the parties of the first part by the party of the second part together with interest thereon at the rate of 6% per annum, which is to be repaid in monthly installments of \$25.00 each and in addition to said monthly payments on principal, interest shall also be payable monthly, which interest shall be calculated and credited semi-annually. The first of said monthly payments is due one month from the date hereof and shall continue until the principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first

part do give, grant, bargain and sell, convey, release and confirm unto the said party _____
of the second part, his heirs and assigns, the following property, to-wit:

ALL that lot or parcel of ground situated about one-half mile southeast of what is commonly known as the Allegany County "Camp Ground" in LaVale, about five miles West of Cumberland, Allegany County, State of Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at a solid iron bolt stake standing on the south side of a 24 foot road, said stake stands North 34 degrees and 05 minutes West 39-1/10 feet from the northwest corner of foundation wall of dwelling that stands on this described parcel of ground, and running thence with the south side of Road (Magnetic Bearings as of August 29, 1945, and with horizontal measurements) South 75 degrees and 20 minutes East 91-9/10 feet to an iron bolt stake, thence cutting into and across the whole property, South 32 degrees and 15 minutes West 208-4/10 feet to an iron bolt stake and to the southern division line of the whole property, thence with said division line and with an old line of fence, North 69 degrees and 21 minutes West 99-7/10 feet to an iron bolt stake, thence North 35 degrees and 5 minutes East 200-9/10 feet to the beginning, containing 19,000 square feet, more or less.

The parties of the first part further give, grant, bargain and sell, release, convey and confirm unto the party of the second part, all those water rights conveyed to them in a certain deed from Martin Martz et ux dated September 10, 1945, and recorded in Deeda Liber 205, folio 283 among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his executor, administrator or assigns, the aforesaid sum of _____

THREE THOUSAND - - - - - 00/100 DOLLARS (\$3,000.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become

due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his heirs, executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST Its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies

acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand - - - - - (\$3,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors,

Witness:

[Signature]
[Signature]

[Signature] [Seal]
WILLIAM L. KUHLMAN

[Signature] [Seal]
URSULA L. KUHLMAN

**State of Maryland,
Allegany County, to-wit:**

I hereby certify, That on this 23rd day of July
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
William L. Kuhlman and Ursula L. Kuhlman, his wife,
and they acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared _____

Irving Millenson
the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

[Signature]
Notary Public

Compared with the original
notary Westernport Md
Aug 12 1954

FILED AND RECORDED JULY 16th 1954 at 11:45 A.M.

PURCHASE MONEY

This Mortgage, Made this Seventh day of JULY
 in the year Nineteen Hundred and Fifty FOUR, by and between

Herual E. Pagenhardt and Dorothy C. Pagenhardt, his wife,

of Prince Georges County, in the State of Maryland
 part 1st of the first part, and **The Citizens National Bank of Westernport,**
 Maryland, a Corporation, duly organized and doing business under the Banking Laws
 of the United States of America,

of Allegany County, in the State of Maryland
 part Y of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are indebted unto the said
 party of the second part for money borrowed in the amount of TWENTY EIGHT
 AND SIXTY FIVE DOLLARS (\$2,865.00), as evidenced by the Promissory Note of the said
 parties of the first part of even date herewith, made payable unto the order
 of the said party of the second part, ON DEMAND, in the amount of TWENTY EIGHT
 HUNDRED AND SIXTY FIVE DOLLARS (\$2,865.00), with interest at the rate of Six
 Percent (6%) per Annum, and

WHEREAS, the said parties of the first part herein have agreed to execute
 this Mortgage as security for the aforesaid note, and have further agreed that
 until demand is made for the full amount of said note the said parties of the first
 part shall pay in the reduction thereof at least the sum of Twenty Five Dollars
 (\$25.00) each month plus the accrued interest as aforesaid, and

WHEREAS the said money herein borrowed is for the purchase price of the
 hereinafter described real estate and therefore this is known as a Purchase Money
 Mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
 paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
 of, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said
 party of the second part, its successors and assigns,

~~WHEREAS~~ the following property, to-wit:

1. All of that part of a tract of land called "Adams Chance" situated near
 the Town of Westernport, in Allegany County, Maryland, as containing six and one
 hundred and five perches, as conveyed unto Edgar S. Pagenhardt from Annie Greene,
 et vir, dated December 29, 1893, and recorded among the Land Records of Allegany
 County, Maryland, in Liber No. 75, Folio 687.
2. All that parcel of land near Westernport, in Allegany County, Maryland,
 containing five and eighty six hundredths acres, as conveyed unto Edgar S. Pagen-
 hardt, from Annie Greene, et vir, dated July 5, 1905, and recorded among the Land
 Records of Allegany County, Maryland, in Liber No. 97, Folio 538.
3. All that parcel of land near Westernport, in Allegany County, Maryland,
 containing 4.62 acres, as conveyed unto Edgar S. Pagenhardt et ux., from Mary E.
 Shultice et al., dated April 25, 1914, and recorded among the Land Records of

Allegany County, Maryland, in Liber No. 117, Folio 699.

All three of the above described parcels of land are the same property as conveyed unto the said parties of the first part herein by deed dated June 12, 1954, from Stephen R. Pagenhardt and Horace P. Whitworth Jr., TRUSTEES, and which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this Purchase Money Mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors and

assigns, the aforesaid sum of TWENTY EIGHT HUNDRED AND SIXTY FIVE DOLLARS (\$2,865.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and

assigns, or Horace P. Whitworth Jr. his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first

part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor or, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least

TWENTY EIGHT HUNDRED AND SIXTY FIVE & .00/100

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee its successors & assigns, to the extent of its any lien or claim hereunder, and to place such policy or

policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

Ellen A. Hagedorn
Ellen A. Hagedorn

Norval E. Pagenhardt [SEAL]
Norval E. Pagenhardt

Dorothy C. Pagenhardt [SEAL]
Dorothy C. Pagenhardt

State of Maryland,
PRINCE GEORGES
County, to-wit:

I hereby certify, That on this 8TH day of JULY
in the year nineteen Hundred and Fifty Four before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

Norval E. Pagenhardt and Dorothy C. Pagenhardt, his wife,

and have acknowledged the foregoing mortgage to be their voluntary
act and deed; and at the same time before me also personally appeared

the within named mortgagee, and made oath in due form of law that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Joseph C. Murray
Notary Public.

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I hereby certify that on this 13th day of July, 1954, before me,
a Notary Public of the State and County aforesaid, personally appeared Herace P.
Whitworth Sr. Vice-President of the Citizen's National Bank of Westport,
Maryland, and made oath in due form of law that the consideration herein stated is
true and bona fide as therein stated in said Mortgage.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my Notarial seal the day and year first above written.

Richard Whitworth
Notary Public

My Commission Expires 5-2-54

Compared and *seen* D. H. H. H. H.
Thos. H. Lippert Atty. Atty.
Aug 12 1954

LIBER 306 PAGE 120

FILED AND RECORDED JULY 27th 1954 at 12:30 P.M.

PURCHASE MONEY

This Mortgage. Made this 26th day of July in the
year Nineteen Hundred and fifty -four by and between

John A. Jackson and Mary E. Jackson, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Ubercas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Seventy-two Hundred & 00/100 - - - (\$7200.00) - - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 $\frac{1}{2}$ per cent. per annum, in the manner following:

By the payment of Fifty-five & 08/100 - - - (\$55.08) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being situate in Garden City Homes Sub-Division in Election District No. 29, in Allegany County, Maryland, said lot being known as Lot No. 187, a plat of which is filed in Plat Box No. 150 among the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

Beginning for the same on the westerly side of Oak Drive at the end of the first line of Lot No. 186 in said addition, and running then with said Oak Drive North 10 degrees 17 minutes West 50 feet to the dividing line between Lot Nos. 187 and 188 in said addition, then with said dividing line South 79 degrees 43 minutes West 250 feet to the dividing line between Lots Nos. 187 and 219 in said addition, then with said dividing line South 10 degrees 17 minutes East 50 feet to the end of the second line of said Lot No. 186, and then with said second line reversed North 79 degrees 43 minutes East 250 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Ralph John Misch and Helen W. Misch, his wife, dated the 21st day of July, 1954, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seventy-two Hundred & 00/100 - - - (\$7200.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

  [SEAL]
John A. Jackson
 [SEAL]
Mary E. Jackson

State of Maryland,

Allegany County, to-wit:

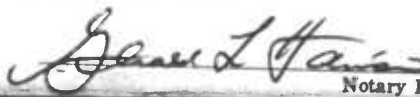
I hereby certify, That on this 26th day of July in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

John A. Jackson and Mary E. Jackson, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit, as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.


Notary Public.

FILED AND RECORDED JULY 27" 1954 at 12:15 P.M.

This Mortgage, Made this 26th day of July
in the year Nineteen Hundred and Fifty-four

Charles M. Meister and Dorothy V. Meister, his wife,

of Allegany County, in the State of Maryland
part 1st of the first part, and

Paul C. Frost,

of Allegany County, in the State of Maryland
part Y of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly and bona fide indebted unto the said party of the second part in the full and just sum of \$1800.00 and to secure the payment thereof, together with the interest this mortgage is given, and the said mortgagors agree to pay to said mortgagee the sum of \$20.00, each and every month, accounting from the first day of August, 1954, to be applied on the principal sum of said mortgage debt, said sum of \$20.00 may be paid at any time during said month of August and at any time during each succeeding month.

It is understood and agreed by the parties hereto that the principal sum of said mortgage debt shall bear interest at the rate of 3% per annum to be calculated and payable monthly.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Charles M. Meister and Dorothy V. Meister, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Paul C. Frost, his

heirs and assigns, the following property, to-wit:

All that piece or parcel of land lying and situate in Election District No. 2, near Oldtown, in Allegany County and State of Maryland, containing Fifty-seven acres of land, being part of a tract called "Ipswich" which is described in a deed for the same from Della May Hoverman and husband to Elwood Nixon dated July 3, 1905, and recorded among the Land Records of Allegany County aforesaid in Liber J.W.Y. No. 97, folio 479, and being the same property which was conveyed to the said James A. McHenry by Harry Irvine, Sheriff, by deed dated December 2, 1915, and recorded as aforesaid in Liber L.L.S. No. 117, folio 546, reference to which said deed is hereby specially made.

Second: All their right title and interest in and to those tracts and part of tracts and parcels of land lying and situate in Election District No. 2, in Allegany County, State of Maryland, and particularly described in a deed from James A. McHenry to Emmet C.

Henry, dated September 26, 1916, and recorded among the Land Records of Allegany County aforesaid, in Liber L.L.S. No. 119, folio 451, reference to which said deed is hereby specially made. The object and purpose of the aforesaid deed was to release the dower interest of the said Clara E. Nixon, widow, in the lands described in the deed above referred to, to the said Emmet C. Henry, and it conveying the same interest as the deed dated the 13th day of November, 1917, from Clara E. Nixon, widow, to Emmet C. Henry, which deed is recorded in Liber L.L.S. No. 124, folio 288.

Third: All those three tracts or parcels of land lying in Election District No. 2 near Oldtown, in Allegany County, State of Maryland, known as the Elwood Nixon farm, as follows, to-wit:

1. A tract of land called "Resurvey on Ipswick" containing eighty-eight acres and fully described in a deed to Elwood Nixon duly recorded among the Land Records of said Allegany County in Liber T.L. No. 64, folio 259.
2. A tract of land called "Wheatland" containing sixteen acres and contained and described in a deed to said Nixon, recorded as aforesaid in Liber T.L. No. 71, folio 472.
3. A tract of land called "Evening Tide," containing one and forty-two one hundredths acres and described in a deed to said Nixon recorded as aforesaid in Liber J.W.Y. No. 96, folio 127, and containing in all one hundred and five and forty-two one hundredth acres, and being the same parcels of land which were conveyed to the said Jonathan A. Henry by James A. McHenry, attorney, by deed dated July 15, 1913, and recorded as aforesaid in Liber J.W.Y. No. 112, folio 622, reference to all which said deeds is hereby made.

Being the same property which was conveyed unto the parties of the first part by deed of George W. Legge, Trustee, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Charles M. Meister and Dorothy V. Meister,
his wife, their heirs, executors, administrators or assigns, do and shall pay to the said
Paul C. Frost, his
executors, administrators or assigns, the aforesaid sum of _____

Eighteen Hundred & 00/100 - - - (\$1800.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

Charles M. Meister and Dorothy V. Meister, his wife,

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Charles M. Meister and

Dorothy V. Meister, his wife,
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said _____

Paul C. Frost, his

heirs, executors, administrators and assigns, or George W. Legge
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,

and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Charles M. Meister and Dorothy V. Meister, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said Charles M. Meister and Dorothy V. Meister, his wife, further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or his heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least

Eighteen Hundred & 00/100 - - - (\$1800.00) - - - - - Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

William H. Harman

Charles M. Meister [SEAL]
Charles M. Meister

Dorothy V. Meister [SEAL]
Dorothy V. Meister

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 26th day of July in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Charles M. Meister and Dorothy V. Meister, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, attorney and agent for the within named mortgagee

~~the within named mortgagee~~ and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

William H. Harman

Notary Public.

Compressed Mail Record

To Mtgee Financing Co.

Aug 12 1954

LIBER 306 PAGE 126

FILED AND RECORDED JULY 27" 1954 at 8:50 A.M.

This Mortgage. Made this 23^d day of July,
in the year Nineteen Hundred and Fifty-four, by and between
FRANK R. WILLIAMS, unmarried, and MARIETTA DANIELS, widow,

of Allegheny County, in the State of Maryland,
parties of the first part, and FROSTBURG NATIONAL BANK, a national banking
corporation duly incorporated under the Laws of the United States
of America,

of Allegheny County, in the State of Maryland,
part Y of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted
unto the party of the second part, its successors and assigns, in
the full sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00),
payable one year after date of these presents, together with inter-
est thereon at the rate of six per centum (6%) per annum, payable
quarterly, as evidenced by the joint and several promissory note
of the parties of the first part, payable to the order of the
party of the second part, of even date and tenor herewith, which said
indebtedness, together with the interest as aforesaid, the said
parties of the first part hereby covenant to pay to the said party
of the second part, its successors and assigns, as and when the same
is due and payable

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of
Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with
amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, including any future advances, the said parties of the first
part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party
of the second part its successors ~~here~~ and assigns, the following property, to-wit:

ALL that lot of ground situate in the Village of Mount Savage,
Maryland, in Allegheny County, particularly described as follows:

BEGINNING for the same at the end of a line drawn North twenty-
nine degrees twenty minutes West thirty feet from a point on the
South side of the County Road leading from Clark's Store toward
the Brick Yard and bearing South sixty degrees forty minutes West
two hundred and four feet from the North East corner of Mary Ellen
Clark's Store and lot, and running thence with the North side of said
County Road South sixty degrees forty minutes West fifty feet, then
North twenty-nine degrees twenty minutes West one hundred and sixty-
two feet to a stone wall running parallel to The Roman Catholic
Church fence and with said wall, North seventy degrees fifteen
minutes East fifty feet and five inches, then South twenty-nine
degrees and twenty minutes East one hundred and fifty-three feet
and five inches to the place of beginning.

IT being the same property which was conveyed to Frank R.

Williams and Marietta Daniels by deed of Charles R. Graham et al, dated November 9, 1943, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 197, folio 713.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, ~~their~~ heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors ~~or assigns, the aforesaid sum of~~

ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00),

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part its successors ~~and assigns, or~~

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors assigns, the improvements on the hereby mortgaged land to the amount of at least ONE THOUSAND FIVE HUNDRED 00/100--(\$1,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors heirs or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Witness:

Ruth M. Todd
RUTH M. TODD

Frank H. Williams [Seal]
FRANK H. WILLIAMS

Marietta Daniels [Seal]
MARIETTA DANIELS

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 23^d day of July,
in the year nineteen hundred and Fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
FRANK R. WILLIAMS, unmarried, and MARIETTA DANIELS, widow,
and each acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg,
Cashier of the Frostburg National Bank,
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg
further made oath that he is the Cashier and agent of the within
named mortgagee and duly authorized by it to make this affidavit.
WITNESS my hand and Notarial Seal the day and year aforesaid.

Ruth M. Todd

Notary Public

Completed and Mailed ~~22-10-54~~
To *Mt. Pleasant City*
Aug 12 1954

FILED AND RECORDED JULY 27th 1954 at 11:05 A.M.

This Mortgage. Made this 24 day of July,
in the year Nineteen Hundred and Fifty Four, by and between

Lillian R. Himmeler and William Himmeler, Jr., her husband,

of Allegany County, in the State of Maryland
parties of the first part, and

James A. Perrin and Angela M. Perrin, his wife,

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:



Whereas, the parties of the first part are now indebted to the said James A. Perrin and Angela M. Perrin, his wife, as tenants by the entirety, in the full and just sum of Two Thousand (\$2,000.00) Dollars for which they have given their promissory note of even date herewith payable on or before three years after date with interest at the rate of 6% per annum payable semi-annually.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

parties of the second part, their

heirs and assigns, the following property, to-wit: All that lot or parcel of land known as Lot No. 66 on the Plat of the National Highway Addition of Allegany County, Maryland, recorded among the Land Records of Allegany County, in Liber No. 111, folio 773, and described as follows:

Beginning at a point on the Southerly side of "A" Street at the division line between Lots Nos. 65 and 66, and running thence with the Southerly side of "A" Street, South 31 degrees 50 minutes West 50 feet; then South 58 degrees 10 minutes East 250 feet to the Northerly side of "B" Street; then North 31 degrees 50 minutes East 50 feet to the division line between Lots Nos. 65 and 66; North 58 degrees 10 minutes West 250 feet to the beginning.

Being the same property conveyed to Lillian R. Himmler in two deeds, one from Nellie Loretta Himmler dated July 20, 1946, and recorded in Liber No. 210, folio 358, one of the Land Records of Allegany County, Maryland, and the other from Phyllis Himmler Rymer et vir dated August 15, 1947, and recorded in Liber No. 218, folio 186 of said Land Records. Reference to said deeds is hereby made for a further description.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

parties of the second part, their

executor, administrator or assigns, the aforesaid sum of

-Two Thousand (\$2,000.00) Dollars-

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on _____ their _____ part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

parties of the first part

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said _____

parties of the second part, their _____

heirs, executors, administrators and assigns, or _____ Wilbur V. Wilson, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said _____

parties of the first part, their _____

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors _____ their _____ representatives, heirs or assigns.

And the said _____ parties of the first part _____

_____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagees or _____ their _____ assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand (\$2,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, _____ their _____ heirs or assigns, to the extent of _____ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagors.

Attest:

[Handwritten signatures]

Lillian R. Hummer (SEAL)
William R. Hummer
William Hummer, Jr. (SEAL)

(SEAL)

(SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 24 day of July,
in the year nineteen Hundred and Fifty Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Lillian R. Himmler and William Himmler, Jr., her husband,
and _____ acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared _____
James A. Perrin and Angela M. Perrin, his wife,
the within named mortgagees, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

NOTICE
WITNESS
PUBLIC

my hand and Notarial Seal the day and year aforesaid.

William H. Buckley
Notary Public.

Com. Gen. *Gen. H. Lytle City*
Aug 12 1854

FILED AND RECORDED JULY 27th 1954 at 8:50 A.M.

This Mortgage, Made this 23rd day of July in the

year Nineteen Hundred and fifty four by and between.

George H. Keifer and Ruth K. Keifer, his wife,

_____ of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of

- - - Sixty-six Hundred and 00/100 - - - - - (\$6600.00) - - Dollars

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5-1/2 per cent. per annum, in the manner following:

By the payment of Fifty-three and 93/100 - - - - - (\$53.93) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.



and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

ALL that lot, piece or parcel of ground lying and being on the northerly side of Columbia Street known and designated as part of Lots No. s 51 and 52 in Gephart's Second Addition to Cumberland, Allegany County, Maryland, a plat of which said Addition is filed in Liber 38, folio 580, one of the Land Records of Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

BEGINNING for the same on the northerly side of Columbia Street at a stake located South 60-3/4 degrees East 25 feet from the beginning point of Lot No. 52 in said Addition, said stake being 60.5 feet distant from the corner of Walnut Alley and Columbia Street, and running then with said Street North 60-3/4 degrees West 50 feet to a stake, then North 29-1/4 degrees East 113 feet to the southerly side of Pine Alley, then with said Alley South 61-1/2 degrees East 50 feet to a stake, and then South 29-1/4 degrees West 115 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Clarence Lippel, Executor, dated August 3, 1951 and recorded among the Land Records of Allegany County, Maryland, in Liber 234, folio 628.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be neces-

say and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixty-six Hundred and 00/100 - - - - - (\$6600.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

William H. Harman George H. Keifer [SEAL]
State of Maryland, Ruth K. Keifer [SEAL]
George H. Keifer

Allegany County, to-wit:

I hereby certify, That on this 23rd day of July

in the year nineteen Hundred and Fifty four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

George H. Keifer and Ruth K. Keifer, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNES my hand and Notarial Seal the day and year aforesaid.



William H. Harman
Notary Public

Compared and ~~revised~~ *revised*To *Mtyle City**Aug 12 1954*

FILED AND RECORDED JULY 27" 1954 at 2:50 P.M.

This Mortgage, Made this 26th day of
 July In the year nineteen hundred and fifty-four, by and between

Robert S. Hamilton and Pauline S. Hamilton, his wife,
 of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
 expression shall include the plural as well as the singular, and the feminine as well as the masculine,
 as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
 the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
 Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Robert S. Hamilton and Pauline S. Hamilton, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
 Five Thousand (\$5,000.00) ----- Dollars,
 payable to the order of the said The Liberty Trust Company, one year after date with interest from
 date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
 at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
 September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
 payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
 order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
 the interest thereon, the said

Robert S. Hamilton and Pauline S. Hamilton, his wife,
 does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
 said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece or parcel of land situated in the Town of Lonaconing,
 Allegany County, Maryland, being part of that lot of land which was conveyed to
 Duncan R. Sloan by George's Creek Coal and Iron Company, by deed dated April 18,
 1890, and recorded in Liber No. 68, folio 187, one of the Land Records of Allegany
 County, Maryland, and more particularly described as follows (Magnetic bearings
 reduced to vernier courses and horizontal distances being used throughout):



BEGINNING at a fence post standing at the beginning of the whole lot, as aforesaid, (originally a stone marked "G. C.") said beginning post also standing on the East side of a narrow street and running thence with said street and part of the first line of the whole lot (2 degrees 25 minutes variation), North 43 degrees 55 minutes East 55 feet to a stake; thence across the whole lot, South 48 degrees 05 minutes East 96 feet to a stake on the West side of East Main Street; thence with said Street, South 59 degrees 33 minutes West 50 feet to a fence post standing at the end of 8 feet on the sixth line of the whole lot; thence with the remainder of said sixth line, (2 degrees 25 minutes variation), North 52 degrees 35 minutes West 83 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Emma G. Sloan, single, and Mildred K. Sloan, single, by deed dated the 14th day of January, 1944, and recorded in Liber No. 198, folio 393, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Five Thousand (\$5,000.00) -----Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, THIS MORTGAGE shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mort-

gatee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Five Thousand (\$5,000.00) -----Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Robert S. Hamilton (SEAL)
Robert S. Hamilton

Pauline S. Hamilton (SEAL)
Pauline S. Hamilton

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 26th day of July in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Robert S. Hamilton and Pauline S. Hamilton, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

James L. M. Eche
Notary Public
ALLEGANY COUNTY, MARYLAND

Compared and Vouched for by
 To *Nutzel Little Orleans Md*

FILED AND RECORDED JULY 28th 1954 at 1:15 P.M.
 PURCHASE MONEY

This Mortgage, Made this 22nd day of July
 in the year Nineteen Hundred and Fifty-four, by and between

James W. Crawford and Gloria H. Crawford, his wife,

of Allegany County, in the State of Maryland
 part 1st of the first part, and

Gladys L. Crawford, widow,

of Allegany County, in the State of Maryland
 part 2nd of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly and bona fide indebted unto the said party of the second part in the full and just sum of \$2500.00 and to secure the payment of such indebtedness this mortgage is given.

This mortgage is written without interest payments.

And it is further agreed between the parties to this mortgage that the sum of \$40.00 shall be paid on the principal indebtedness on or before the 10th day of each succeeding month, the first of said payments is to be made on the 10th day of August, 1954, and succeeding payments are to be made on or before the 10th day of each succeeding month thereafter.

It is understood and agreed by the parties hereto that this mortgage is written for a period of 3 years from its date; and after the expiration of said 3 years shall continue in force under the same conditions as written until called by said mortgagee, her heirs or assigns. The said mortgagors shall have the privilege of paying any sum or sums of money or of paying the entire mortgage debt at anytime during the life of this mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

James W. Crawford and Gloria H. Crawford, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Gladys L. Crawford, widow, her

heirs and assigns, the following property, to-wit:

All those two lots, pieces or parcels of land lying in District No. 1, Allegany County, Maryland, they being the same tracts of land which were conveyed to said Edward L. Roberts by Nellie M. Sisk and husband by deed dated November 15, 1916, and recorded January 20, 1917, in Liber L.L.S. No. 120, folio 373 one of the Land Records of Allegany County, Maryland, the first one of these two tracts including a piece of land not mentioned in the above mentioned deed and all enclosed within the following metes and bounds.

FIRST: Beginning at a bounded pine tree standing on the top and on the westerly side of a ridge about one-fourth of a mile south-eastward from James H. Price's land and running then North 28 degrees East 82 perches to a bounded Red Oak North 65½ degrees East 14 one-fifth perches to a stake, South 60½ degrees East 20 perches to a stake witnessed by 2 small Black Oaks, at the end of the 14th line of the first

part of Piney Plains in 2 parts, then with the lines thereof reversed as corrected South 46° degrees East 40 perches, then with the first line of a deed from said Edward L. Roberts to James H. Price dated December 28, 1906 South $42\frac{1}{2}^{\circ}$ degrees East 34 perches to a small hickory with 6 notches standing at the foot of a hill, then South 42° degrees East 58 perches to a stake standing 81 perches northeastward from the end of the last line on the east side of the whole tract, then with it as originally surveyed South 44° and three-fourth degrees East 81 perches North $52\frac{1}{2}^{\circ}$ degrees West 133 and one-third perches to the beginning.

SECOND: Beginning at the end of 60 perches on the 7th line of "Devil Take It" at a white pine tree standing in "Spring Lick Hollow" and running South 22° degrees West 36 perches, South 34° degrees West 12 perches, South 21° degrees West 30 perches, South 21° degrees West 19 perches to a red oak, then South 35° degrees West 12 perches, South 10° degrees East 19 perches, South 42° degrees West 18 perches, South 5° degrees West 14° perches, South 30° degrees west 30 perches, South 2° degrees East 10 perches, South 15° degrees West 52 perches, South 30° degrees West 30 perches, South 1° degree West 18 perches, South 25° degrees West 21 perches to a bounded White Oak standing at the forks of Spring Lick Hollow, then North 83° degrees East 12 perches to a white oak sapling. South 65° degrees East 9 perches to a sycamore, then North 75° degrees East 15 perches, North 42° degrees East 34 perches, North 57° degrees East 22 perches, North 80° degrees East 42 perches to a sugar tree, then North 52° degrees East 9 perches, North 73° degrees East 16 perches, North 4° degrees West 6 perches, North 54° degrees East 26 perches to a small white pine. North 45° degrees East 8 perches to Edward L. Roberts line, then with said line North $52\frac{1}{2}^{\circ}$ degrees West 80 perches to the beginning thereof then North 28° degrees East 82 perches, North $65\frac{1}{2}^{\circ}$ degrees East 14° and one-fifth perches, South $60\frac{1}{2}^{\circ}$ degrees East 20 perches, North 19° degrees East 32 perches, North 50° degrees West 86 perches to the beginning, containing 204 acres more or less.

Being the same property which was conveyed unto the parties of the first part by deed of the party of the second part of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said James W. Crawford and Gloria H. Crawford, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Gladys L. Crawford, her executors, administrators or assigns, the aforesaid sum of _____

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

James W. Crawford and Gloria H. Crawford, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____

James W. Crawford and Gloria H. Crawford, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Gladys L. Crawford, her

heirs, executors, administrators and assigns, or George W. Legge his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said James W. Crawford and Gloria H. Crawford, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said James W. Crawford and Gloria H. Crawford, his wife, further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or her heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least

Twenty-five Hundred & 00/100 - - - (\$2500.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Richard J. Legge James W. Crawford [SEAL]
Gloria H. Crawford [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 28th day of July in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared James W. Crawford and Gloria H. Crawford, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Gladys L. Crawford, widow, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



Hand and Notarial Seal the day and year aforesaid.

Richard J. Legge
Notary Public.

Compared Mailed *recovered*
To First Nat Bank City
Aug 12 19 54

FILED AND RECORDED JULY 28th 1954 at 2:45 P.M.

SECOND PURCHASE MONEY

This Mortgage, Made this 26th day of March
in the year Nineteen Hundred and Fifty-four _____, by and between

Clement A. Lancaster and Joan L. Lancaster, his wife, -----

of Allegany County, in the State of Maryland,
parties of the first part, and

Ferd Staarman and Henry Staarman -----

of Doddridge County, in the State of West Virginia,
parties of the second part. WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the parties of the second part in the full and just sum of Thirty-five Hundred Dollars (\$3,500.00), payable one year from the date hereof with interest thereon at the rate of 4% per annum payable semi-annually, and which said principal sum represents a part of the purchase price due and owing on the hereinafter described property;

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their -----

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground situated in LaVale about four miles West of the City of Cumberland, particularly described as follows:

BEGINNING for the same at a stake standing north 39 degrees and 25 minutes west 132-2/10 feet from a large planted stone standing on the division line between the former Frederick M. Fairchild and Mary C. Clary lands, the said stone being the beginning of the tract of land conveyed by Frederick M. Fairchild, et ux., to Lucius B. Carter, et ux., by deed dated the 5th day of June, 1918, and recorded among the Land Records of Allegany County in Liber 123,

folio 653, and the said beginning stake standing 132-27/10 feet on the first line of the said Carter tract and continuing thence with the remainder of said first line (magnetic bearings as of May 1946, and horizontal measurements) North 39 degrees and 25 minutes west 287-5/10 feet to a stake, thence with the second and part of the third line of said Carter tract south 52 degrees and 20 minutes west 103-5/10 feet to a stake, thence parallel to the first line of this parcel of ground south 39 degrees and 25 minutes east 290-35/100 feet to a stake, thence 50 degrees and 35 minutes east 103 feet to the beginning.

It being the same property which was conveyed to the said parties of the first part by William E. Shuck and Alice A. Shuck, his wife, by deed dated the _____ day of _____, 1954, and intended to be recorded among the Land Records of Allegany County together with this mortgage, which is given to secure a part of the purchase price thereof.

Together with the building and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their _____ heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs _____ executors, administrators or assigns, the aforesaid sum of _____

Three Thousand Five Hundred Dollars (\$3,500.00) _____

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their _____ part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____ parties of the first part _____

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part _____

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said _____

parties of the second part, their _____

heirs, executors, administrators and assigns, or _____ William J. Gunter, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first

part, their _____ heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their _____ representatives, heirs or assigns.

And the said parties of the first part _____

further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their ----- heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Five Hundred and 00/100 ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their ----- heirs or assigns, to the extent of ----- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors:

Attest

Mary P. Seely

Clement A. Lancaster [Seal]

Joan L. Lancaster [Seal]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 26th day of March
in the year nineteen hundred and Fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Clement A. Lancaster and Joan L. Lancaster, his wife, -----
and each acknowledged the foregoing mortgage to be their respective
act and deed, ~~IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office at the City of Baltimore, Maryland, this 26th day of March, 1954.~~

WITNESS my hand and Notarial Seal the day and year aforesaid.

Mary P. Seely

Notary Public

STATE OF WEST VIRGINIA, DODDRIDGE COUNTY, TO-WIT:

I HEREBY CERTIFY, That on this 26 day of March, 1954, before me, the subscriber, a Notary Public of the State of West Virginia, in and for Doddridge County, personally appeared Ferd Staarman and Henry Staarman and each made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

My commission expires:

Jan. 8, 1961.

J. W. Lill
Notary Public

FILED AND RECORDED JULY 28th 1954 at 3:45 P.M.

This Mortgage, Made this 28th day of July in the year nineteen hundred and fifty-four, by and between

Norbert B. O'Donnell and Evelyn G. O'Donnell, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Norbert B. O'Donnell and Evelyn G. O'Donnell, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Thirty-One Hundred (\$3100.00) ----- Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Norbert B. O'Donnell and Evelyn G. O'Donnell, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of land lying and being in the City of
Cumberland, Allegany County, Maryland, and being a part of Lot No. 4, Block 4, in
Cumberland Heights Addition to said City, and which said lot is more particularly
described as follows, to-wit:

BEGINNING for the same at a point on the Easterly side of Stewart
Avenue; distant 40 feet in a Northerly direction from the intersection of the
Easterly side of said Stewart Avenue and the Northerly side of Prince George's
Street, and running thence with a line drawn parallel to the said Northerly line of
Prince George's Street, North 87½ degrees East 100 feet, thence at right angles to
said Prince George's Street, North 2½ degrees West 20 feet, thence parallel to the
said Northerly line of Prince George's Street and through the center of the division
wall between the brick house now standing on the property hereby intended to be
conveyed and the brick house on the adjoining property, South 87½ degrees West 100
feet to Stewart Avenue, and thence with said Stewart Avenue, South 2½ degrees East
20 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors
by Rachel Katherine Hutson, widow, by deed dated October 5, 1939 and recorded in
Liber No. 194, folio 659, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its
successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns,
does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of
Thirty-One Hundred (\$3100.00) ----- Dollars, together with the interest thereon when
and as the same becomes due and payable, and in the meantime does and shall perform all the
covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor
shall, except by reason of death, cease to own, transfer or dispose of the within described property
without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future ad-
vances made at the Mortgagee's option, prior to the full payment of the mortgage

left, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, or to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 223 of the Laws of Maryland passed at the January session in the year 1910 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George B. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Thirty-One Hundred (\$3100.00) -----Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Norbert B. O'Donnell (SEAL)
Norbert B. O'Donnell

Thomas L. Keech

Evelyn G. O'Donnell (SEAL)
Evelyn G. O'Donnell

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 28th day of July in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Norbert B. O'Donnell and Evelyn G. O'Donnell, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the

said Charles A. Piper
did further, in like manner, make oath that he is the President, and agent or attorney for said
corporation and duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my notarial seal the day and year
above written.



Geo. A. Piper
Notary Public

FILED AND RECORDED JULY 28th 1954 at 3:45 P.M.

This Mortgage,

Made this

28th

day of

July

in the year nineteen hundred and fifty-four

, by and between

Eugene Johnson and Marion E. Johnson, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Eugene Johnson and Marion E. Johnson, his wife,
stand indebted unto the said The Liberty Trust Company in the just and full sum of
Five Hundred (\$500.00) ----- Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Eugene Johnson and Marion E. Johnson, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All the following property, lying and being on the West side of the
State Road leading from Cumberland, Maryland to Mount Savage, Maryland, being part
of what is known as "Homewood Addition" as shown on two plats of said Addition
filed in the Office of the Clerk of the Circuit Court for Allegany County, Maryland,
one plat being filed in Plat Case, Box 150, (being an amended plat to a former plat
filed in Plat Case Box 74), and the other being filed in Plat Case Box 90 of said



Land Records, the property hereby conveyed being designated on said "Amended Map of Homewood Addition", filed in Flat Case Box 150, as follows:
 Lot No. 14, Block 2, Homewood Addition, Allegany County, Maryland.

It being the same property which was conveyed unto the said Mortgagors by Winifred H. Keyser, et al, by deed dated the 28th day of October, 1946, and recorded in Liber No. 213, folio 546, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Five Hundred (\$500.00) ----- Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945, or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Five Hundred (\$500.00) -----Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.
WITNESS, the hand and seal of said mortgagor.

ATTEST:

Eugene Johnson (SEAL)
Eugene Johnson

Marion E. Johnson (SEAL)
Marion E. Johnson

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 28 day of July in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Eugene Johnson and Marion E. Johnson, his wife,
and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.
In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

Geo. A. Sieber
Notary Public

Compared with Master Records
To City
Aug 12 1954

FILED AND RECORDED JULY 29th 1954 at 3:00 P.M.
Purchase Money

This Mortgage, Made this 29th day of July in the year Nineteen Hundred and Fifty-four by and between
Cobern E. Manges and Irene E. Manges, his wife,

of Allegany County, in the State of Maryland
part 1st of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, with its principal place of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Whereas, the said Cobern E. Manges and Irene E. Manges, his wife,

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just and full sum of Twenty-Three Hundred----- Dollars (\$ 2300.00), to be paid with interest at the rate of six per cent (6 %) per annum, to be computed monthly on unpaid balances, in payments of at least

Twenty-Three--Dollars (\$ 23.00) per month plus interest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accrued thereon, is paid in full, to secure which said principal, together with the interest accruing thereon, these presents are made.

And Whereas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Cobern E. Manges and Irene E. Manges,
his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit:

All that lot or parcel of ground situated on the East side of Arch Street, in the City of Cumberland, Allegany County, Maryland, being the Southern half of Lot No. 78 in the Southern Addition to The Cumberland Improvement and Investment Company, a plat of said Addition being filed in Plat Book No. 1, Page 35, in the Office of the Clerk of the Court for Allegany County, Maryland, and described as follows:

BEGINNING for the same at a point on the East side of Arch Street at the end of 80 feet on the first line of Lot No. 78 in said Addition, being at the end of the first line of a deed from Lorena M. Robinette, et vir to Royle P. Lapp, et ux, dated March 30, 1950, and recorded in Liber 228, folio 416, one of the Land Records of Allegany County, and running thence with the East side of Arch Street, South 18 degrees 34 minutes West 20 feet to the end of the

first line of Lot No. 78; thence with the second line of Lot No. 78, South 71 degrees 26 minutes East 100 feet to Hattie Alley; thence with said Alley, North 18 degrees 34 minutes East 20 feet to intersect a line extended to the Alley drawn through the center of the partition wall separating the two story double dwelling known as Nos. 312 and 314 Arch Street located on said Lot No. 78, being the second line of the deed aforesaid to Royle P. Lapp, et ux; then with said line reversed North 71 degrees 26 minutes West 100 feet to the point of beginning on Arch Street. It being the intention of this deed to convey all that Southern half or part of Lot No. 78 as improved by the half known as No. 314 of the double dwelling located on Lot No. 78.

It being the same property which was conveyed unto the said Cobern E. Manges and Irene E. Manges, his wife, by Kenneth B. Robinette and Lottie M. Robinette, his wife, by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Cobern E. Manges and Irene E. Manges, his wife, their

heirs, executors, administrators or assigns, do and shall pay to the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Twenty-Three Hundred-----Dollars (\$ 2300.00) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Cobern E. Manges and Irene E. Manges, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Cobern E. Manges and Irene E. Manges, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or

P. Brooke Whiting, its

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Cobern E. Manges and Irene E. Manges, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Cobern E. Manges and Irene E. Manges, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Twenty-Three Hundred----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest:

Ethel McCartney
Ethel McCartney

Cobern E. Manges [SEAL]
Cobern E. Manges

Irene E. Manges [SEAL]
Irene E. Manges

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this 29th day of July in the year nineteen Hundred and Fifty -four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Cobern E. Manges and Irene E. Manges, his wife,

and they acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared

Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumberland, Maryland.

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said

Marcus A. Naughton further made oath in due form of law that he is
the Vice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumber-
land, Maryland and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Ethel McCarty
Ethel McCarty----- Notary Public.

Compared and Made *Correct*
To *Mtge 576 Patterson Ave*
Cumtville, R
July 12 1957

FILED AND RECORDED JULY 29th 1954 at 3:00 P.M.

PURCHASE MONEY

This Mortgage, Made this 29th day of July
in the year Nineteen Hundred and fifty-four, by and between
Cobern E. Manges and Irene E. Manges, his wife,

of Allegany County, in the State of Maryland
part ies of the first part, and Kenneth B. Robinette and Lottie M.
Robinette, his wife,

of Allegany County, in the State of Maryland
part ies of the second part, WITNESSETH:

Whereas, the said Cobern E. Manges and Irene E. Manges, his wife,
stand indebted unto the said Kenneth B. Robinette and Lottie M.
Robinette, his wife, in the just and full sum of Fifteen Hundred
Dollars (\$1500.00), to be paid with interest at the rate of six
per cent (6%) per annum, to be computed monthly on unpaid balances,
in payments of at least Fifteen Dollars (\$15.00) per month, plus
interest. The first of said monthly payments being due one month
from the date of these presents and each and every month thereafter
until the whole principal, together with the interest accrued thereon
is paid in full, to secure which said principal, together with the
interest accruing thereon, these presents are made.

It is expressly understood and agreed that this mortgage is
subject to the prior payment of a certain mortgage of even date
herewith, given by Cobern E. Manges and Irene E. Manges, his wife,
to Cumberland Savings Bank of Cumberland, Maryland, in the amount
of Twenty-Three Hundred Dollars (\$2300.00), which is intended to
be recorded immediately prior to the recording of this mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Cobern E. Manges and Irene E. Manges, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Kenneth B. Robinette and Lottie M. Robinette, his wife, their

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the East side of Arch Street, in the City of Cumberland, Allegany County, Maryland, being the Southern half of Lot No. 78 in the Southern Addition to The Cumberland Improvement and Investment Company, a plat of said Addition being filed in Plat Book No. 1, Page 35, in the Office of the Clerk of the Court for Allegany County, Maryland, and described as follows:

BEGINNING for the same at a point on the East side of Arch Street at the end of 20 feet on the first line of Lot No. 78 in said Addition, being at the end of the first line of a deed from Lorena M. Robinette, et vir to Royle P. Lapp, et ux, dated March 30, 1950, and recorded in Liber 228, folio 416, one of the Land Records of Allegany County, and running thence with the East side of Arch Street, South 18 degrees 34 minutes West 20 feet to the end of the

first line of Lot No. 78; thence with the second line of Lot No. 78, South 71 degrees 26 minutes East 100 feet to Hattie Alley; thence with said Alley, North 18 degrees 34 minutes East 20 feet to intersect a line extended to the Alley drawn through the center of the partition wall separating the two story double dwelling known as Nos. 312 and 314 Arch Street located on said Lot No. 78, being the second line of the deed aforesaid to Royle P. Lapp, et ux; then with said line reversed North 71 degrees 26 minutes West 100 feet to the point of beginning on Arch Street. It being the intention of this deed to convey all that Southern half or part of Lot No. 78 as improved by the half known as No. 314 of the double dwelling located on Lot No. 78.

It being the same property which was conveyed unto the said Cobern E. Manges and Irene E. Manges, his wife, by Kenneth B. Robinette and Lottie M. Robinette, his wife, by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Cobern E. Manges and Irene E. Manges, his wife, their

heirs, executors, administrators or assigns, do and shall pay to the said Kenneth B. Robinette and Lottie M. Robinette, his wife, their executor s, administrators or assigns, the aforesaid sum of Fifteen Hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Cobern E. Manges and Irene E. Manges, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Cobern E. Manges and Irene E. Manges, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Kenneth B. Robinette and Lottie M. Robinette, his wife, their

heirs, executors, administrators and assigns, or **P. Brooke Whiting** his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said **Cobern E. Manges and**

Irene E. Manges, his wife, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, **their** representatives, heirs or assigns.

And the said **Cobern E. Manges and Irene E. Manges, his wife,**

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance

company or companies acceptable to the mortgagee or **their**

assigns, the improvements on the hereby mortgaged land to the amount of at least

Fifteen Hundred----- Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,

to inure to the benefit of the mortgagee or **their** heirs or assigns, to the extent

of **their** lien or claim hereunder, and to place such policy or

policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance

and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest

Ethel McCarty
Ethel McCarty

Cobern E. Manges [Seal]
Cobern E. Manges
Irene E. Manges [Seal]
Irene E. Manges

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 2nd day of July

in the year nineteen hundred and fifty-four, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

Cobern E. Manges and Irene E. Manges, his wife,

and **they** acknowledged the foregoing mortgage to be **their**

act and deed; and at the same time before me also personally appeared

Kenneth B. Robinette and Lottie M. Robinette, his wife,

the within named mortgagees and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Ethel McCarty
Notary Public

This Mortgage, Made this 26th day of July,

LAWRENCE J. CRAZE and EDITH MILDRED CRAZE, his wife,

of Allegany _____ County, in the State of Maryland

parties of the first part, and FROSTBERG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America.

of Frostburg, Allegany _____ County, in the State of _____ Maryland

part 2 of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted into the said Frostburg National Bank, its successors and assigns, in the full and just sum of EIGHT HUNDRED 00/100 - - - - - and One-half DOLLARS (1,500.00), with interest from date at the rate of four ^{and one-half} per centum (4 1/2%) per annum on the unpaid principal until paid, said principal and interest being payable at the Frostburg National Bank, Frostburg, Maryland, in monthly installments of \$18.66, payable on the 26 day of each and every month after the date hereof until the principal and interest aforesaid are fully paid, as evidenced by the joint and several promisor's note of the parties of the first part payable to the order of the party of the second part of even date and tenor herewith, which said indebtedness, together with the interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable. The parties of the first part shall have the privilege of paying off this indebtedness, together with interest as aforesaid to the date of said payment, at any time.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part 1st of the first part do give, grant, bargain and sell, convey, release and confirm unto the said part _____ of the second part its successors ~~1st~~ and assigns, the following property, to-wit:

All that lot or parcel of ground situated on Loo Street in the Town of Frostburg, Allegany County, Maryland, and known as Lot No. 10 of Block No. 8 of Frost Heirs' Addition to the Town of Frostburg, Maryland.

Being a part of that property which was conveyed unto the parties of the first part by Kathleen Lapp Todd by deed dated May 16, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 208, folio 694.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, theirs, executors, administrators or assigns, do and shall pay to the said part y of the second part its successors ~~executors administrators~~ or assigns, the aforesaid sum of _____

EIGHTEEN HUNDRED 00/100- - - - - DOLLARS (\$1,800.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Kenneth B. Robinette and Lottie M. Robinette, his wife, their

heirs, executors, administrators and assigns, or **F. Brooke Whiting** his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said **Cobern E. Manges and**

Irene E. Manges, his wife, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, **their** representatives, heirs or assigns.

And the said **Cobern E. Manges and Irene E. Manges, his wife,**

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or **their** assigns, the improvements on the hereby mortgaged land to the amount of at least

Fifteen Hundred----- Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee or **their** heirs or assigns, to the extent of **their** lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest

Ethel McCarty
Ethel McCarty

Cobern E. Manges [Seal]
Cobern E. Manges
Irene E. Manges [Seal]
Irene E. Manges

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 29th day of July

in the year nineteen hundred and fifty-four, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

Cobern E. Manges and Irene E. Manges, his wife,

and **they** acknowledged the foregoing mortgage to be **their**

act and deed; and at the same time before me also personally appeared

Kenneth B. Robinette and Lottie M. Robinette, his wife,

the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Ethel McCarty
Notary Public

Compared and Made correct
 by *W. H. Tipton* Frostburg Md.
 Aug 12 1954

FILED AND RECORDED JULY 30th 1954 at 9:00 A.M.

This Mortgage, Made this 26th day of July,

in the year Nineteen Hundred and Fifty Four

LAWRENCE J. CRAZE and EDITH MILDRED CRAZE, his wife,

of Allegany

County, in the State of Maryland

parties of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America,

of Frostburg, Allegany

County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said Frostburg National Bank, its successors and assigns, in the full and just sum of EIGHT HUNDRED 00/100 ----- and DOLLARS (\$1,800.00), with interest from date at the rate of four and one-half (4½) per annum on the unpaid principal until paid, said principal and interest being payable at the Frostburg National Bank, Frostburg, Maryland, in monthly installments of \$18.66, payable on the 26 day of each and every month after the date hereof until the principal and interest aforesaid are fully paid, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part of even date and tenor herewith, which said indebtedness, together with the interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable. The parties of the first part shall have the privilege of paying off this indebtedness, together with interest as aforesaid to the date of said payment, at any time.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part its successors ~~and~~ and assigns, the following property, to-wit:

All that lot or parcel of ground situated on Loo Street in the Town of Frostburg, Allegany County, Maryland, and known as Lot No. 10 of Block No. 8 of Frost Heirs' Addition to the Town of Frostburg, Maryland.

Being a part of that property which was conveyed unto the parties of the first part by Kathleen Lapp Todd by deed dated May 16, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 208, folio 694.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part its successors ~~executors administrators~~ or assigns, the aforesaid sum of

EIGHT HUNDRED 00/100- - - - - DOLLARS (\$1,800.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said part _____ of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part ies of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y of the second part its successors ~~hereby executed and intended to be~~ assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part ies of the first part their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, heirs or assigns.

And the said part ies of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors assigns, the improvements on the hereby mortgaged land to the amount of at least EIGHTEEN HUNDRED - - - - - (1,800.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee its successors heirs or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s

Witness: (as to Both)

Both M. Todd

Lawrence J. Craze [Seal]
LAWRENCE J. CRAZE

Edith Mildred Craze [Seal]
EDITH MILDRED CRAZE

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 26th day of July,

in the year nineteen hundred and Fifty Four, before me, the subscriber

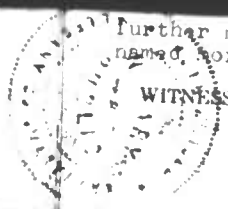
a Notary Public of the State of Maryland, in and for said County, personally appeared

LAWRENCE J. CRAZE and EDITH MILDRED CRAZE, his wife,

and each acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg,
Cashier of the Frostburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg



Further made oath that he is the Cashier and agent of the within named mortgagee and duly authorized by it to make this affidavit.
WITNESS my hand and Notarial Seal the day and year aforesaid.

Ruth M. Todd

Notary Public

FILED AND RECORDED JULY 30th 1954 at 9:00 A.M.

PURCHASE MONEY

This Mortgage, Made this 26th day of July, 1954,

by and between RAYMOND P. LLEWELLYN and ANNA JEAN LLEWELLYN, his wife,

of Allegany County, Maryland, parties of the first part, hereinafter called the "Mortgagor," and EQUITABLE SAVINGS AND LOAN SOCIETY OF FROSTBURG, MARYLAND, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mortgagee."

Whereas, the Mortgagor, being a member of said Society, has received therefrom a loan of - - - SIXTY-FIVE HUNDRED - - - - - DOLLARS (\$ 6500.00) being the balance of the purchase money for the property hereinafter described on his Fifty - - - - - (- - 50 -) SHARES of its stock.

And Whereas, the Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner following:

By the payment of Sixty-three and 44/100 - - - - -

DOLLARS (\$ 63.44), on or before the day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

And Whereas, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and

conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

Now Therefore, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to wit:

ALL that lot, piece or parcel of ground lying and being in Allegany County, Maryland, and known and designated as Lot No. 69 of G. W. McCulloh's Addition to the Town of Frostburg and more particularly described as follows, to wit:

BEGINNING for the same at a stake standing at the end of the first line of Lot 68 of said addition and running South 61 degrees East 55 feet; thence North 29 degrees East 165 feet to Second Alley; thence with said alley, North 61 degrees West 55 feet; thence South 29 degrees West 165 feet to the place of beginning.

IT being the same property which was conveyed by Hartley L. Wigfield, Jr., et ux, to Raymond P. Llewellyn et ux, by deed dated as of even date and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To Have and to Hold the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

Provided, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

And the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of

DOLLARS

(\$) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

And the Mortgagor does further covenant and agree:

- (a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.
- (b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.
- (c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.
- (d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.
- (e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

And it is Agreed that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

And in case of any default being made in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the *Equitable Savings and Loan Society of Frostburg, Maryland*, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which said sale shall be made in the manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness, the signatures and seals of the parties of the first part on the day and year above written.

WITNESS as to all:

Fred W. Boettner

Raymond P. Llewellyn (SEAL)
RAYMOND P. LLEWELLYN

Anna Jean Llewellyn (SEAL)
ANNA JEAN LLEWELLYN

**State of Maryland,
Allegany County, to-wit:**

I hereby certify, That on this 26 day of July, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Raymond P. Llewellyn and Anna Jean Llewellyn, his wife.

the Mortgagor herein, and acknowledged the foregoing instrument of writing to be their
respective act and deed; and at the same time and place before me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration

in the foregoing mortgage is true and bona fide as herein set forth, and further made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such affidavit.



Witness my hand and Notarial Seal.

James S. Green
Notary Public.

Com *Waller* red *E*
To *Mt. City*
Aug 12 1954

FILED AND RECORDED JULY 30th 1954 at 10:00 A.M.

This Mortgage, Made this 29th day of July in the year Nineteen Hundred and fifty-four by and between

Russell G. Robeson and Mary E. Robeson, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Twelve Thousand & 00/100 - - - - (\$12,000.00) - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Seventy-five & 92/100 - - (\$75.92) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that piece or parcel of ground situate, lying and being near the westerly side of McMullen Highway, South of the City of Cumberland, in Allegany County, Maryland, a plat of which said



property is recorded in Liber No. 253, folio 382 one of the Land Records of Allegany County, Maryland, which is more particularly described as follows, to-wit:

Beginning for the same at a point on the division line between Lots Nos. 8 and 9 of the sub-division of the Andrew Hammon Estate, which said point lies North 49 degrees 23 minutes West 154.9 feet from the westerly side of McMullen Highway, and also North 49 degrees 23 minutes West 154.9 feet from the beginning of the whole tract of land conveyed to C. William Gilchrist, Trustee, by deed of Delia A. Cook, widow, dated September 23, 1953, and duly recorded among the Land Records of Allegany County, Maryland, in Liber No. 253, folio 380, and running then North 44 degrees 39 minutes East 233.95 feet, then North 42 degrees 28 minutes East 86.9 feet, then North 50 degrees 00 minutes West 597.4 feet, then South 44 degrees 30 minutes West 258.5 feet, then South 50 degrees 00 minutes East 60.1 feet, then South 48 degrees 37 minutes West 57.2 feet, and then South 49 degrees 23 minutes East 543.1 feet to the place of beginning.

Including an easement in common with the adjoining owners in and to a 20 foot roadway shown on the plat hereinbefore referred to for all proper purposes of ingress and egress to and from the within granted property.

Being the same property which was conveyed unto the parties of the first part by deed of C. William Gilchrist, Trustee, dated September 23, 1953, and recorded in Liber No. 253, folio 385 among the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto, belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s , their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Thousand & 00/100 - - - (\$12,000.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

[Signature]

[Signature] [SEAL]
Russell G. Robeson

[Signature] [SEAL]
Mary E. Robeson

[SEAL]

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 29th day of July
in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Russell G. Robeson and Mary E. Robeson, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Glenn L. Haines
Notary Public.

Copy
To Mortgagee
Aug 15, 1954

FILED AND RECORDED JULY 30th 1954 at 9:00A.M.

PURCHASE MONEY in the amount of \$3850.00 (ONLY)

This Mortgage, Made this 29th day of July in the
year Nineteen Hundred and fifty -four by and between
Stephen H. Wandless and Mary M. Wandless, his wife,

 of Allegany County, in the State of Maryland, parties of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Thirteen Thousand Eight Hundred Fifty & 00/100 - - - - - Dollars,
which said sum the mortgagors agree to repay in instalments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Ninety-five & 28/100 - - - (\$95.28) - - - - - Dollars



on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

First Parcel: All that certain lot, piece or parcel of land situated on the southeast side of the Bedford Road, in Election District No. 23, in Allegany County, in the State of Maryland, and described by metes and bounds, and courses and distances, as follows:

Beginning for the same at a stake on the easterly side of the Bedford Road, said stake being at the end of the third line of the property conveyed in a deed from John L. Stewart, et ux, to the said Frank J. Fratto, said deed being dated November 2, A. D. 1948 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 223, folio 78, and running then with said easterly side of said Bedford Road North 36 degrees East 100 feet to a stake on the southerly line of a roadway of 20 feet even width; then along and with said roadway South 53 degrees 30 minutes East 200 feet to a stake; then South 36 degrees West 108.9 feet to a stake on the third line of the aforesaid property; then with a part of said third line North 50 degrees 30 minutes West 200.3 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Frank J. Fratto, unmarried, dated November 24, 1952 and recorded among the Land Records of Allegany County, Maryland in Liber No. 247, folio 151.

Second Parcel: All that lot, piece and parcel of ground lying and being along the easterly side of Bedford Street Extended, in the subdivision of the property of C. G. Smith and H. A. Hensey, northeastwardly from the City of Cumberland, Allegany County, Maryland, and being particularly described as follows:

Beginning for the same at a point on the easterly side of Bedford Street (as now located) at the end of the line South 35 degrees 11 minutes West 20.06 feet; South 39 degrees 23 minutes West 72 feet drawn from a planted stone marked "A.A." standing at the beginning of the lot of ground conveyed to Charles Daehler by William Reuschlein, by a deed dated February 28, 1903, and recorded in Liber No. 91, folio 607, one of the Land Records of Allegany County, Maryland, said point of beginning being also distant 72 feet measured in a southerly direction along the

easterly side of said Bedford Street from the division line between the property of said C. G. Smith and H. A. Hensey, and the property of Charles Daehler; and running then with the easterly side of Bedford Street, South 39 degrees 23 minutes West 40 feet; then South 45 degrees 42 minutes East 178.95 feet to the westerly side of an alley 20 feet wide; then with the westerly side thereof, North 39 degrees 51 minutes East 39.97 feet to intersect a line drawn South 45 degrees 42 minutes East from the place of beginning; then reversing said intersecting line, North 45 degrees 42 minutes West 179.28 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Lewis M. Wilson, Assignee, dated the _____ day of _____, 1954, which is intended to be recorded among the Land Records of Allegany County, Maryland, just prior to the recording of this mortgage.

Third Parcel: All that lot of ground in the subdivision of property of C. G. Smith and H. A. Hensey, located on the easterly side of Bedford Street, Cumberland, Maryland, and particularly described as follows:

Beginning for the same at a point on the easterly side of Bedford Street (as now located) at the end of the line South 35 degrees 11 minutes West 20.06 feet, South 39 degrees 23 minutes West 112 feet drawn from the planted stone marked A. A. standing at the beginning of the lot of ground conveyed to Charles Daehler by William Reuschlein, by deed dated February 28, 1903, and recorded among the Land Records of Allegany County in Liber No. 91, folio 607, said point of beginning being also distant 112 feet measured in a southerly direction along the easterly side of said Bedford Street from the division line between the property of said C. G. Smith and H. A. Hensey and the property of Charles Daehler, and running then with the easterly side of said Bedford Street, South 39 degrees 23

minutes West 33 feet, then South 45 degrees 42 minutes East 178.67 feet to the westerly side of an alley 20 feet wide, then with the westerly side thereof, North 39 degrees 51 minutes East 32.98 feet to intersect a line drawn South 45 degrees 42 minutes East from the place of beginning, then reversing said intersecting line, North 45 degrees 42 minutes West 178.95 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of George Albert Otto Smith and Ruth Elizabeth Smith, his wife, and Otto Conrad Smith and Marie L. Smith, his wife, dated the ____ day of July, 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirteen Thousand Eight Hundred Fifty & 00/100 - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

 
Stephen H. Wandless [SEAL]
Mary M. Wandless [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 29TH day of JULY
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Stephen H. Wandless and Mary M. Wandless, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.


Notary Public.

Com. *Wm. H. Legge* *Att'y*
Aug 12 1954

FILED AND RECORDED JULY 30th 1954 at 10:00A.M.

This Mortgage, Made this 29th day of JULY in the
 year Nineteen Hundred and fifty-four by and between
Walter M. Thomas and Dorothy S. Thomas, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Thirty-eight Hundred & 00/100 - - - - (\$3800.00) - - - - Dollars,
 which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-one & 05/100 - - - - (\$31.05) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated about 450 feet southeast of the Bedford Road and about 3-1/2 miles northeast of the City of Cumberland, in Allegany County, State of Maryland, and more particularly described as follows, to-wit:

Beginning for the same at a locust stake standing in the line of fence and also on the second line of the whole property of which this is a part as conveyed by Annie L. Frantz et vir., to Oscar C. Judy and Estella P. Judy, his wife, by deed dated the 26th day of September, 1921, and recorded in Liber No. 138, folio 158, one of the Land Records of Allegany County, said stake also stands North 2 degrees and no minutes East, 38 feet from the northeast corner of the dwelling situated on the property herein described, and running then with the remainder of the said second line (Magnetic Bearings as of 1952 and with Horizontal Measurements) South 37 degrees and no minutes East, 823-4/10 feet to a stake at the base of the corner fence post, then still with the line of fence and the approximate third line of the said Judy whole property, South 60 degrees and 42 minutes West, 80-7/10 feet to an iron stake, then parallel with the first line of this described property reversed, North 37 degrees and no minutes West,



814-7/10 feet to an iron stake and North 54 degrees and 30 minutes East, 80 feet to the beginning, containing 1-5/10 acres, more or less.

Being the same property which was conveyed unto the parties of the first part by deed of Estella P. Judy, widow, dated the 14th day of June, 1952 and recorded among the Land Records of Allegany County, Maryland in Liber No. 241, folio 406.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-eight Hundred & 00/100 - - - (\$3800.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under

the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

Walter M. Thomas [SEAL]
Walter M. Thomas
Dorothy S. Thomas [SEAL]
Dorothy S. Thomas

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 29th day of JULY
in the year nineteen Hundred and Fifty-four _____, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Walter M. Thomas and Dorothy S. Thomas, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

Compared and ~~Valid~~ Delivered &
To *Mtge City* —
Aug 12 19 54

LIBER 306 PAGE 168

Filed and Recorded July 30th 1954 at 3:00 P.M.

This Mortgage, Made this *30th* day of
July in the year nineteen hundred and fifty-four, by and between

Christina A. Sowers, widow,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Christina A. Sowers, widow,
stand indebted unto the said The Liberty Trust Company in the just and full sum of
Eighteen Hundred (\$1800.00) ----- Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Christina A. Sowers, widow,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that parcel of ground situated on the Easterly side of
Independence Street (formerly called Knobley Street), in the City of Cumberland,
Allegany County, Maryland, now known as No. 427 Independence Street and described
as follows, to-wit:

BEGINNING on the Easterly side of Independence Street at the end
of 83 feet on the first line of the whole lot and running thence parallel with said
Independence Street 17 feet to the second line of said whole lot, then North 69½
degrees East 100 feet, thence to the end of 17 feet on the third line of said whole
lot, thence South 69½ degrees West 100 feet to the place of beginning.

It being the same property which was conveyed unto John E. Sowers
and Geneva Sowers, his wife, as tenants by the entireties, by Addison G. McElfish
and wife, by deed dated November 11, 1919, and recorded in Liber 130, folio 451, one
of the Land Records of Allegany County, Maryland. The said John E. Sowers departed
this life, thus vesting the complete title in and to said property unto Geneva
Sowers, his widow, as the survivor, and the said Geneva Sowers departed this life in
the month of August, 1947, and by her Last Will and Testament which was probated on
August 26, 1947, and recorded in Wills Liber V, folio 541, in the Office of the
Register of Wills for Allegany County, she devised the above described property unto
her daughter-in-law, Christina A. Sowers, widow of Percy Sowers.



TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Eighteen Hundred (\$1800.00) -----Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Eighteen Hundred (\$1800.00) -----Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Christina A. Sowers (SEAL)
Christina A. Sowers

James M. Ashley

(SEAL)

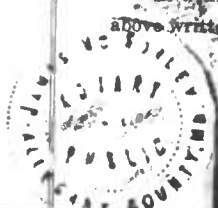
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 30th day of July in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Christina A. Sowers, widow,

and she acknowledged, the foregoing mortgage to be her act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



James M. Ashley
Notary Public

Compared and Mailed Recessed
To Mtgee House & City
Aug 12 1954

FILED AND RECORDED August 2nd 19 54 at 3:00 P.M.

This Mortgage, made this 2nd day of AUGUST, in the year Nineteen Hundred and fifty-four, by and between

David F. Davis and Jennie M. Davis, his wife, -----

hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and

W. Wallace McKaig, -----

hereinafter called Mortgagee, which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of Six Thousand (\$6,000.00) Dollars, which said indebtedness, together with the interest thereon at the rate of Five per centum (5%) per annum is payable three years after date hereof. The said Mortgagors do hereby covenant and agree to make monthly payments of not less than Fifty-Five and 50/100 (\$55.50) Dollars, on account of the principal indebtedness and interest as herein stated, the interest to be computed semi-annually as aforesaid and deducted from said payments, and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor s do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that piece or parcel of ground situated in Election District No. 29, and lying and being on the Southeasterly side of Braddock Street in LaVale, Allegany County, Maryland, it being the whole of Lot No. 10 and a part of Lot No. 11 as laid out on the Plat of James H. Burkhardt's part of the National Highway Addition to LaVale, and which said lot and part of a lot are particularly described as a whole as follows: (Magnetic meridian as of date of original re-subdivision run with vernier readings and horizontal distances used throughout.)

BEGINNING for the same at a stake, planted on the Southeasterly limita of Braddock Street and at the end of 48.5 feet on the first line of the whole parcel as conveyed by William E. Mitchell and wife to Thomas E. Smith and wife, by deed dated February 11, 1942, and recorded in Liber No. 192, folio 601, one of the Land Records of Allegany County; said point of beginning being also at the intersection of two reference lines, viz; at the end of 16.02 feet on a line drawn North 58 degrees 45 minutes West from the West corner of the stucco dwelling house erected upon Lot No. 11, and at the end of 22.38 feet on a line drawn North 0 degrees 12 minutes West from the North corner of the concrete block dwelling house erected upon Lot No. 10, and running thence, with part of the first line of the whole parcel, reversed, South 42 degrees 41 minutes West 48.50 feet to a stake, planted at the beginning of the whole parcel; thence reversing the fifth and part of the fourth lines thereof, South 47 degrees 23 minutes East 150.00 feet to a stake; North 42 degrees 41 minutes East 48.50 feet to a stake; thence lengthwise through Lot No. 11, North 47 degrees 23 minutes West 150.00 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Thomas E. Smith and wife by deed dated the 2nd day of August, 1954, and to be duly filed for record among the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor s shall pay to the said Mortgagee the aforesaid

Six Thousand (\$6,000.00) -----

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor s may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor s hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee

or George R. Hughes, his ----- duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland ----- if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor s. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor s to the person advertising.

AND the said Mortgagor s further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least -----

Six Thousand (\$6,000.00) ----- dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Attch
George R. Hughes

David F. Davis (SEAL)
David F. Davis
Jennie M. Davis (SEAL)
Jennie M. Davis

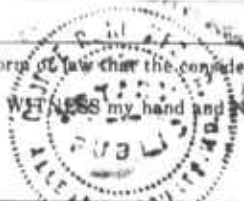
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 2nd day of August, in the year
1954, before me, the subscriber, a Notary Public of the State of Maryland,
in and for said County, personally appeared, David F. Davis and Jennie M. Davis, his wife,

the within named Mortgagor s, and acknowledged the foregoing mortgage to be their
act and deed. And at the same time, before me, also personally appeared W. Wallace McKaig

the within named Mortgagee s, and made oath in
due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.



George P. Hughes
Notary Public

Compared and Mailed Proctor

To Mtgees Box 54 Leake Rd
Aug 12 1954

FILED AND RECORDED AUGUST 2nd 1954 at 3:10 P.M.

This Mortgage, made this 2nd day of August, in the
year Nineteen Hundred and fifty-four, by and between

David F. Davis and Jennie M. Davis, his wife, -----

expression shall include their heirs, personal representatives, successors and assigns where
the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and

Thomas E. Smith and Mary M. Smith, his wife, -----

hereinafter called Mortgagee s, which expression shall include their heirs, personal represen-
tatives, successors and assigns, where the context so requires or admits, of Allegany County, State of
Maryland, parties of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said
Mortgagees in the full sum of Twenty-Six Hundred (\$2600.00) Dollars, together with the
interest thereon at the rate of Five per centum (5%) per annum, payable quarterly as
it accrues. It is hereby covenanted and agreed by and between the parties hereto that
the said Mortgagors shall pay the interest only on this obligation for a period of
twelve (12) years. From and after said twelve-year period, the said Mortgagors cove-
nant and agree to make payments of not less than Sixty (\$60.00) Dollars each month
on account of the principal and interest as herein stated, the interest to be computed
quarter-annually as aforesaid and deducted from said payments, and the balance thereof,
after deducting the interest shall be credited to the principal indebtedness. It
being understood, however, that the said Mortgagors shall have the right to pay this
obligation sooner or shall have the right to accelerate the payments on the principal
indebtedness if they care to do so.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee s the following property, to-wit:

s All that piece or parcel of ground situated in Election District No. 29, and lying and being on the Southeasterly side of Braddock Street in LaVale, Allegany County, Maryland, it being the whole of Lot No. 10 and a part of Lot No. 11 as laid out on the Plat of James H. Parkhart's part of the National Highway Addition to LaVale, and which said lot and part of a lot are particularly described as a whole as follows: (Magnetic meridian as of date of original re-subdivision run with vernier readings and horizontal distances used throughout.)

BEGINNING for the same at a stake, planted on the Southeasterly limits of Braddock Street and at the end of 40.5 feet on the first line of the whole parcel as conveyed by William E. Mitchell and wife to Thomas E. Smith and wife, by deed dated February 11, 1949, and recorded in Liber No. 192, folio 601, one of the Land Records of Allegany County; said point of beginning being also at the intersection of two reference lines, viz; at the end of 16.02 feet on a line drawn North 58 degrees 45 minutes West from the West corner of the stucco dwelling house erected upon Lot No. 11, and at the end of 22.38 feet on a line drawn North 0 degrees 12 minutes West from the North corner of the concrete block dwelling house erected upon Lot No. 10, and running thence, with part of the first line of the whole parcel, reversed, South 42 degrees 41 minutes West 48.50 feet to a stake, planted at the beginning of the whole parcel; thence reversing the fifth and part of the fourth lines thereof, South 47 degrees 23 minutes East 150.00 feet to a stake; North 42 degrees 41 minutes East 48.50 feet to a stake; thence lengthwise through Lot No. 11, North 47 degrees 23 minutes West 150.00 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Thomas E. Smith and wife, by deed dated the 2nd day of August 1954, and to be duly recorded among the Land Records of Allegany County, Maryland.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the bulidings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor s shall pay to the said Mortgagee e the aforesaid

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor e may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor e hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes, his ----- duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland ----- if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and thlrd, to pay the balance to the said Mortgagor s. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor s to the person advertising.

AND the said Mortgagor s further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee s, the improvements on the hereby mortgaged land to an amount of at least

dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee a to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee a ; and to pay the premium or premlums for said insurance when due.

WITNESS the hand and seal s of said Mortgagor s

Attest:

George R. Hughes

David F. Davis (SEAL)
David F. Davis
Jennie M. Davis (SEAL)
Jennie M. Davis (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 2nd day of August, in the year 1954, before me, the subscriber, a _____ Notary Public _____ of the State of Maryland, in and for said County, personally appeared, Davis F. Davis and Jennie M. Davis, his wife,

the within named Mortgagor s , and acknowledged the foregoing mortgage to be their
act and deed. And at the same time, before me, also personally appeared Thomas E. Smith and Mary
M. Smith, his wife, -----

the within named Mortgagee s , and made oath in
due form of law that the consideration of said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

George P. Keegne Notary Public

Completed and Mailed *12/20/03*

To Mr. George M. H. H. H.
Aug. 12 1904

FILED AND RECORDED AUGUST 3rd 1954 at 9:20A.M.

PURCHASE MONEY

This Mortgage, Made this 29th. day of July in the year

Nineteen Hundred and Fifty-four by and between Meril A. Phillips and John P. Kopper, Jr., partners trading as P. & K. Service Station and Meril A. Phillips and Margaret E. Phillips, his wife, and John P. Kopper, Jr., and Mildred H. Kopper, his wife, all

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and **THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND**, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of

EIGHT THOUSAND FIVE HUNDRED AND NO/100 - - - - - Dollars

(\$ 8,500.00) with interest at the rate of six per centum (6 %) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

Ninety-five - - - - -00/00 Dollars.

(\$ 95.00) commencing on the 29th. day of August, 1964,
and on the 29th* day of each month thereafter until the principal and interest are
fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due

and payable on the 29th. day of July, 1964. ~~1965~~ . Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part - - - - -

do hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

FIRST PARCEL

ALL that lot, piece or parcel of ground situate, lying and being in the Town of Frostburg, Allegany County, Maryland, and known and designated as Lot No. Nine (9) on the plat of Eckhart Flat Addition No. 3 to Frostburg, Maryland, which plat is recorded in Liber No. 107, folio 746 among the Land Records of Allegany County, Maryland.

BEING the same property which was conveyed to George H. Plummer et al, by deed from Mary L. Layman, widow, et al, dated April 21, 1920 and recorded in Liber No. 133, folio 80 among said Land Records.

BEING ALSO the same property which was conveyed to the said Meril A. Phillips and John P. Kopper, Jr., partners trading as P. & K. Service Station, by deed from the said George H. Plummer and others of even date herewith, which is intended to be recorded among said Land Records of Allegany County, Maryland, simultaneously with this mortgage, which is executed to secure a part of the purchase price of the above described property.

SECOND PARCEL

ALL that piece or parcel of ground lying and being in McCullough's Addition to the Town of Frostburg, Maryland, and being a part of Lot No. Sixty-nine (No. 69) in said Addition, said part being more particularly described as follows, to-wit:

BEGINNING for the same at a fence post standing on the Northeast corner of the alley in the rear of Green Street and on the South side of McCullough Street, and running from said fence post with McCullough Street, South 61 degrees East 42.4 feet, then crossing the whole lot, South 29 degrees West 165 feet to an alleyway, and with said alleyway, North 61 degrees West 42.4 feet to the first mentioned alleyway, and with said alleyway, North 29 degrees East 165 feet to the place of beginning.

BEING the same property which was conveyed to the said John P. Kopper, Jr., and Mildred H. Kopper, his wife, by deed from John Kopper et ux, dated June 29, 1939 and recorded in Liber No. 184, folio 153 among the Land Records of Allegany County, Md.

THIRD PARCEL

ALL that piece or parcel of ground situate, lying and being on Spring Street in the Town of Frostburg, Maryland, and known as a part of Lot Number Nine (9) and being a part of a tract of land called "The Hotel".

BEING the same property which was conveyed to the said Meril A. Phillips and Margaret W. Phillips, his wife, by deed from George W. Schurg, widower, dated March 20, 1932 and recorded in Liber No. 259, folio 155 among said Land Records of Allegany County, Maryland, to which deed special reference is hereby made for a further description of said real estate.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least - - - - -

EIGHT THOUSAND FIVE HUNDRED AND NO/100 - - - - - (\$ 8,500.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said

Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST: As to all six signatures -

Ralph M. Race
Ralph M. Race

Meril A. Phillips (SEAL)
MERIL A. PHILLIPS

John P. Kopper, Jr. (SEAL)
JOHN P. KOPPER, JR.

Partners trading as P. & K. Service Station

Meril A. Phillips (SEAL)
MERIL A. PHILLIPS

Margaret E. Phillips (SEAL)
MARGARET E. PHILLIPS

John P. Kopper, Jr. (SEAL)
JOHN P. KOPPER, JR.

Mildred H. Kopper (SEAL)
MILDRED H. KOPPER

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 29th. day of July in the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Meril A. Phillips and John P. Kopper, Jr., partners trading as P. & K. Service Station, and Meril A. Phillips and Margaret E. Phillips, his wife, and John P. Kopper, Jr., and Mildred H. Kopper, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared *G. Alvin Kreiling* Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said *G. Alvin Kreiling* did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.



Ralph M. Race
Ralph M. Race Notary Public

FILED AND RECORDED AUGUST 3 1954 at 12:25 P.M.

PURCHASE MONEY

This Mortgage, Made this 240 day of AUGUST in the
year Nineteen Hundred and fifty-four by and between
Wilford I. Minnick and Iva P. Minnick, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Seven Thousand & 00/100 - - - - (\$7000.00) - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Fifty-seven & 19/100 - - - (\$57.19) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the easterly side of LaVale Boulevard known and designated as Lot No. 72 in LaVale Boulevard Section, LaVale, Allegany County, Maryland, which said addition is recorded in Liber No. 137, folio 499 one of the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

Beginning for the same at a point on the easterly side of LaVale Boulevard at the end of the first line of Lot No. 71 in said addition, and running then with the easterly side of aforesaid LaVale Boulevard North 48 degrees 20 minutes West 50 feet, than at right angles to said LaVale Boulevard North 41 degrees 40 minutes East 150 feet to the westerly side of Garage Lane "D", then with the westerly side thereof South 48 degrees 20 minutes East 50 feet to the end of the second line of aforesaid Lot No. 71, and then reversing said second line South 41 degrees 40 minutes West 150 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Joseph F. Reissig and Emily M. Reissig, his wife, of even date, which is intended to be recorded among the Land

Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Thousand & 00/100 (\$7000.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall

become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage; and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George W. Legge

Wilford I. Minnick [SEAL]
Wilford I. Minnick

Iva P. Minnick [SEAL]
Iva P. Minnick

State of Maryland,

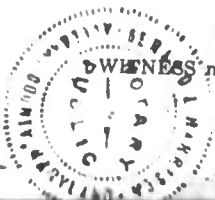
Allegany County, to-wit:

I hereby certify, That on this 240 day of AUGUST

in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Wilford I. Minnick and Iva P. Minnick, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED AUGUST 3rd 1954 at 12:30 P.M.

This Mortgage, Made this 31st day of JULY in the
year Nineteen Hundred and fifty-four by and between

Liberty Milk Company, Inc., a corporation

duly incorporated under the laws of the State of Maryland,

of Allegany County, in the State of Maryland, party of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Twenty Thousand & 00/100 - - - (\$20,000.00) - - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Two Hundred & 00/100 - - (\$200.00) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots or parcels of ground known as lots Noe. 65, 66 and 67 of the southside addition to Cumberland, a plat and courses and distances of which said addition are recorded in Liber No. 70, folio 472, etc., one of the Land Records of Allegany County aforesaid, the metes and bounds now varying from the recoraation aforesaid by reason of change of street lines and not being described as follows:

Beginning for the same at the end of the third line of Lot No. 64, then reversing said third line of Lot No. 64 South 71 degrees 26 minutes East 135.49 feet to the westerly side of Seymour Street as now located (1925), then along said westerly side of Seymour Street South 13 degrees and 46 minutes West 146.05 feet to the northerly side of Fifth Street; then along the said side of Fifth Street North 54 degrees and 56 minutes West 154.1 feet to the intersection of the northerly side of Fifth Street with the easterly side of Race Street; then along said side of Race Street North 18 degrees 34 minutes East 100.3 feet to the place of beginning.

Being part of the same property which was conveyed unto the party of the first part by deed of John G. Miller, Assignee, dated the 23rd day of March, 1935 and recorded among the Land Records of Allegany County, Maryland in Liber No. 172, folio 293.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1915 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that it will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor, its successors or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Leorge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least **Twenty Thousand & 00/100 - - - - (\$20,000.00) - - -** Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

WDR 306

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental taxes that may be made on the mortgaged property, on this mortgage or note, or in any other way, free the indebtedness secured by this mortgage; (2) to permit, commit or suffer no act to be impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the necessary repairs of said buildings or an increase in the amount of security, or the mortgagee may demand of the debt hereby secured and the failure of the mortgagors to comply with such demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and in the option of the mortgagee, immediately mature the entire principal and interest hereon secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rent and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagors' written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

~~Witness, XXXXXXXXXXXXXXXXXXXXXXX~~ WITNESS the signature of James H. Laher, President of said Corporation, and the corporate seal thereof attested by the signature of its Secretary this 31st day of July, 1954.
THE LIBERTY MILK COMPANY, INC.
By James H. Laher [SEAL] Secretary
By James H. Laher [SEAL] President

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 31st day of July
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
James H. Laher, President of the Liberty Milk Company
Inc.,

the said mortgagors herein and he acknowledged the foregoing mortgage to be its corporate act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public



COPY TO *Legal Dept. City*
To *Legal Dept. City*
Aug. 12 1954

REFR 306 PAGE 184

FILED AND RECORDED AUGUST 31 1954 at 12:30 P.M.

This Mortgage, Made this 24th day of AUGUST in the
year Nineteen Hundred and fifty-four by and between
Edward L. Gates and Helen G. Gates, his wife,



of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Nine Hundred 3 00/100 - - - - - (\$900.00) - - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Seventeen & 20/100 - - - - - (\$17.20) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground situated on the north side of Green Street, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for the same at a chiseled point "X" standing on the north side of Green Street, from which the point of centre line of the partition wall (between house Nos. 503 and 505 of the double dwelling that stands on parcel of ground conveyed by John Schilling, et al., to Edward Gates by a deed dated the 1st day of March, 1882, and recorded in Liber No. 57, folio 563, one of the Land Records of Allegany County, Maryland,) stands at right angles to the lot line, which is also parallel to the curb line, assuming the curb line to be a bearing of North 70 degrees and 40 minutes West, and running then with vernier readings reduced to magnetic bearings and horizontal measurements, and at right angles to the curb line, North 19 degrees and 20 minutes East 18.5 feet to the centre point of partition wall on the south side of said dwelling; then with centre of partition wall, North 19 degrees and 55 minutes East 28.3 feet; then at right angles to the left, North 70 degrees and 25 minutes West 3 inches; then with the centre of a double partition wall, North 19 degrees and 55 minutes East 15.2 feet to the north edge of said double dwelling; then leaving the dwelling and running North 2 degrees and 7 minutes East 16.8 feet to a stake; then South 70 degrees and 40 minutes East 28 feet to a stake standing on the west division line of parcel of ground conveyed by Catherine Weise to Ralph S. Thomas by a deed dated the 10th day of May, 1933, and recorded in Liber No. 169, folio 341, one of the Land Records of said Allegany County; then with said division line, North 12 degrees and 5 minutes East about 69.6 feet to a point on the south side of an alley; then with said alley, North 71 degrees and 40 minutes West about 56 feet to a point on the division line of an adjoining property; then with said division line, South 11 degrees and 42 minutes West 148 feet to the dividing stone wall on the north side of Green Street; then with the north side of Green Street, South 70 degrees and 40 minutes East 23.6 feet more or less to the point of beginning.

BEING the same property which was conveyed unto Edward L. Gates by deed of Edward Gates, widower, dated the 14th day of July, 1944 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 200, folio 610.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1915 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant, generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lorge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Hundred & 00/100 - - - - (\$900.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully assessed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all government bonds that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage; and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said property and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the written consent of the mortgagee, immediately mature the entire principal and interest hereby secured, and should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

Edward L. Gates

Edward L. Gates [SEAL]
Edward L. Gates
Helen G. Gates [SEAL]
Helen G. Gates

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 240 day of AUGUST

in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Edward L. Gates and Helen G. Gates, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

Comptroller of the Treasury
To Leo A. Lepp, City Clerk
Aug. 12, 1934

FILED AND RECORDED AUGUST 31 1934 at 12:30 P.M.

This Mortgage, Made this 30th day of AUGUST in the
year Nineteen Hundred and fifty-four by and between
Dewey G. Wilfong and Betta Wilfong, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.



WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of One Thousand Two Hundred Fifty & 00/100 - - (\$1250.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Twenty & 00/100 - - - (\$20.00) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those two lots or parcels of land lying on or near the Valley Road, near the City of Cumberland, Allegany County, Maryland, and known as Lots Nos. 129 and 130, Section A, as shown on Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland, a plat of which is recorded in Map Case Box No. 98, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same at a point on the westerly side of Forest Avenue in said addition at the end of the fourth line of Lot No. 131 of said addition, said point being North 39 degrees 26 minutes East 160 feet from the intersection of the westerly side of Forest Avenue and the northerly side of Fern Street, and running then with the westerly side of Forest Avenue South 39 degrees 26 minutes West 80 feet, then North 50 degrees 34 minutes West 150 feet to the easterly side of an alley, then with the easterly side of said alley North 39 degrees 26 minutes East 80 feet to the fourth line of said Lot No. 131, and then with the fourth line of said Lot No. 131 South 50 degrees 34 minutes East 150 feet to the place of beginning.

Being the same property which was conveyed unto Dewey G.

Wilfong and Retta Wilfong, his wife, by deed of Robert G. Nazelrod and Blanche K. Nazelrod, his wife, by deed dated the 4th day of March, 1948 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 219, folio 307.

"And whereas this mortgage shall also secure us of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Leuge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Two Hundred Fifty & 00/100 - (\$1250.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default,

To take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental taxes that may be made on the mortgaged property, on this mortgage or note or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security or the immediate payment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage; and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured and the mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagors' written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

Edward L. Harman [SEAL]
Dewey G. Wilfong
Retta Wilfong [SEAL]

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this 3rd day of AUGUST in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Dewey G. Wilfong and Retta Wilfong, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.

Edward L. Harman
Notary Public.

Comptroller of the Treasury
To Geo A Legge Atty Geny
Aug 12 1954

LIBER 306 PAGE 190

FILED AND RECORDED AUGUST 31 1954 at 12:30 P.M.

This Mortgage, Made this 2nd day of AUGUST in the
year Nineteen Hundred and fifty four by and between
John B. Waugh and Gail A. Waugh, his wife,

of Allegany County, in the State of Maryland, parties of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
- - - Nine Thousand and 00/100 - - - (\$9,000.00) - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of $5-1/2$ per cent. per annum, in the manner following:

By the payment of Seventy-three and 54/100 - - - (\$73.54) - - - Dollars
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

ALL that lot, piece or parcel of ground lying and being in Allegany
County, Maryland, and known as Lot No. 43 of Long's National Highway Second
Addition to LaVale, a plat of which addition is recorded in Plat Case Box No.
1 among the Land Records of Allegany County, Maryland, and which said lot is
more particularly described as follows to-wit:-

Lot No. 43. Beginning for the same at a point on the Easterly
side of Third Street, it being at the end of the second line of Lot No. 20, and
distant 100 feet South from the intersection of the Southerly side of Woodlawn
Avenue with the Easterly side of Third Street, and running thence with said
Third Street, South 48 degrees 41 minutes West 50 feet; thence South 41 degrees
19 minutes East 100 feet; thence North 48 degrees 41 minutes East 50 feet;
thence North 41 degrees 19 minutes West 100 feet to the place of beginning.

IT being part of the same property which was conveyed by Frank
A. Deffinbaugh et ux to John B. Waugh et ux by deed dated March 18, 1944,
and recorded in Deeds Liber 199, folio 26 among the Land Records of Allegany
County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at
the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the ag-
gregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt
exceed the original amount hereof provided, the full amount of any such advance is used for pay-
ing the costs of any repairs, alterations or improvements to the mortgaged property as provided
in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any
amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the
payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or
wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional colla-
teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid bal-
ance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the
payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the
Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this
indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this
indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, ~~their~~ heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Leuge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Thousand and 00/100 - - - - - (\$9,000.00)0 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

Charles L. Harris

John B. Waugh

[SEAL]

Gail A. Waugh

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 24th day of AUGUST
in the year nineteen Hundred and Fifty four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

John B. Waugh and Gail A. Waugh, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgag is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Charles L. Harris

Notary Public.

Com: *Shursh*
To: *Mt. City*
Aug 12 1955

FILED AND RECORDED AUGUST 3rd 1954 at 2:45 P.M.

This Mortgage, Made this 2nd day of August
in the year Nineteen Hundred and Fifty Four, by and between

Virgie M. Haines, divorced,

of Allegany County, in the State of Maryland
party of the first part, and

The Liberty Trust Company, Trustee under the
Will of Myrtle L. Clingerman, deceased.



of Allegany County, in the State of Maryland

part of the second part, WITNESSETH:

Whereas, the party of the first part is now indebted to the said party of the second part in the full and just sum of Four Thousand Five Hundred (\$4,500.00) Dollars for which she has given her promissory note of even date herewith, payable on or before one year after date with interest at the rate of 6% per annum in yearly payments on the principal and interest of not less than Sixty (\$60.00) Dollars.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

party of the first part

does give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, its

successors

hereby and assigns, the following property, to-wit:

First. All those lots or parcels of land situated in the "Cumberland Addition" and known and designated as Lots Nos. 59 and 60 on Ford Avenue in said Addition as shown on a plat of said Addition in Plat Case Box No. 94, among the Land Records of Allegany County, Maryland, which said Lots are described in one parcel as follows:

Beginning for the same at the intersection formed by the East side of Ford Avenue and the North side of James Street in said Addition, and running thence with the North side of James Street, South 52 degrees East 94.2 feet to the beginning of Lot No. 58 in said Addition; thence at right angles to said James Street, North 38 degrees East 50 feet; thence parallel to James Street, North 52 degrees East 110.3 feet to the East side of Ford Avenue; and with said side of said Avenue, South 19 degrees 43 minutes West 52.6 feet to the place of beginning.

Being the same property conveyed by The County Commissioners of Allegany County, Maryland, to the said Virgie M. Haines by deed dated February 18, 1949, and recorded in Liber No. 224, folio 204, one of the Land Records of Allegany County, Maryland. Reference to said plat and deed is hereby made for a further description.

Second. All those lots, pieces or parcels of land situated on Lexington Avenue, Cumberland, Maryland, and known and distinguished as Lots Nos. 35, 36 and 37 in "Walsh's Addition to South Cumberland, Md.," a plat of which Addition is recorded among the Land Records of Allegany County, Maryland, in Plat Case Box 98, and which said lots front approximately thirty-two and five sixths feet each on Lexington Avenue, and each extends back an even width a distance of approximately one hundred and twenty feet, and which said lots are more particularly described by courses and distances in the description of the lots in Walsh's Addition to South Cumberland recorded among the aforesaid Land Records in Liber No. 89, folio 663, etc.

Being the same property conveyed by William C. Walsh, Trustee, to George H. Benson and Virgie M. Benson, his wife, by deed dated June 14, 1947, and recorded in Liber No. 215, folio 626, one of said Land Records; and being the same property conveyed by Elmer V. Wilson, Trustee, to George H. Benson by deed dated October 26, 1948, and recorded in Liber No. 222, folio 710, one of said Land Records; the said George H. Benson having been absolutely divorced from the said Virgie M. Benson by Decree of the Circuit Court for Allegany County, Maryland, entered on November 24, 1948, in No. 20999 Equity, and is now intermarried with Ruth Benson; and being also the same property conveyed by George H. Benson and Ruth Benson, his wife, to the said Virgie M. Haines by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, this mortgage being given to secure the purchase price, \$4,000.00, and an additional \$500.00. Reference to said plat, courses and distances, and deeds is hereby made for a further description.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, her

heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, its

successors

or assigns, the aforesaid sum of

Four Thousand Five Hundred (\$4,500.00) Dollars-

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

party of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

party of the second part, its

successors

~~heirs, executors, administrators~~ and assigns, or Wilbur V. Wilson, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

party of the first part, her

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor her representatives, heirs or assigns.

And the said party of the first part

further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least

Four Thousand Five Hundred (\$4,500.00)- - - - - Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its ~~heirs~~ ^{successors} or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagor.

Attest:

Burgan Smith

Virgie M. Haines [SEAL]
Virgie M. Haines

[S1000]

[S1000]

[S1000]

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 2nd day of August
 in the year nineteen Hundred and Fifty Four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared
 Virzio M. Pinos, divorced,
 and _____ acknowledged the foregoing mortgage to be _____ her
 act and deed; and at the same time before me also personally appeared
 John J. Robinson, Vice President of The Liberty Trust Company,
 Trustee under the will of Artie L. Clingerman, deceased.
 the within named mortgagee, and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth, and that he is the Vice President
 of said mortgagee and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

James M. Asbury
 Notary Public.

FILED AND RECORDED AUGUST 4th 1954 at 1:30 P.M.

This Mortgage, Made this 3rd day of AUGUST in the
 year Nineteen Hundred and fifty -four by and between
George C. Rice and Mary E. Rice, his wife,

_____ of Allegany County, in the State of Maryland, parties of the first part, here-
 inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
 corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
 land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Two Thousand & 00/100 - - - - (\$2,000.00) - - - - Dollars,
 which said sum the mortgagors agree to repay in installments with interest thereon from
 the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:



By the payment of Twenty-three & 00/100 - - (\$23.00) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the afore-said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot fronting forty feet on Princeton Street in Bellevue Addition to the City of Cumberland, Allegany County, Maryland, known as Lot No. 1, Block M, in Bellevue Addition, said lot being described as follows, to-wit:

Beginning for the same at the intersection formed by the northerly side of a 15 foot alley with the easterly side of Princeton Street, and running then with the easterly side of Princeton Street, North 32 degrees 30 minutes East 40 feet; then at right angles to said Princeton Street, South 57 degrees 30 minutes East 100 feet to the westerly side of a 20 foot alley; and with it, South 32 degrees 30 minutes West 40 feet to the northerly side of afore-said 20 foot alley; and with it, North 57 degrees 30 minutes West 100 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Merten I. Morgan and Julia P. Morgan, his wife, dated the 2nd day of April, 1947, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 214, folio 241.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lorge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand & 00/100 - - - - (\$2,000.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

Charles L. Hamlin

George C. Rice [SEAL]
George C. Rice
Mary E. Rice [SEAL]
Mary E. Rice
[SEAL]
[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 3RD day of AUGUST
in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

George C. Rice and Mary E. Rice, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public

Compared and ~~read~~ Delivered

To *Geo W. Legge Atty City*
Aug 12 1954

FILED AND RECORDED AUGUST 5th 1954 at 1:00 P.M.

This Mortgage, Made this 5TH day of AUGUST in the
year Nineteen Hundred and fifty -four by and between
Harvey L. Gordon and Marion F. Gordon, his wife,

of Allegany County, in the State of Maryland, parties of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Twenty-two Hundred & 00/100 - - - (\$2200.00) - - - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Twenty-five & 00/100 - - (\$25.00) - - - - - Dollars



on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All the following described piece and parcel of land situated near Twenty First Bridge in Allegany County, Maryland, containing 29 acres and 73 square perches, more or less, and described as follows:

Beginning at a short post (top burned off) standing at the intersection of Dayton Lane with Baltimore and Ohio Railroad Company's right-of-way, close to a Tool House of said Railroad Company, and running then with said Dayton Lane North 64 degrees West 103.32 perches to a post at the corner of the Dayton U. B. Church Lot, then North 26 degrees 35 minutes East 8 perches to a post; then still with said church lot North 63 degrees 20 minutes West 10 perches to a post standing in the line of Tony Dominick; then leaving said Church lot and with the Dominick line North 31 degrees 05 minutes East 36.28 perches to a post on a flat; then down the hill and crossing the bottom South 67 degrees 36 minutes East 90.88 perches to a post in Dominick's corner, in the line of the Baltimore and Ohio Railroad Company's right-of-way, and then leaving Dominick and with said right-of-way South 4 degrees 56 minutes West 53 perches to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Mae Kalbaugh, widow of Richard Kalbaugh, deceased, dated September 13, 1944, which is recorded in Liber No. 201, folio 429, one of the Land Records of Allegany County, Maryland.

Excepting from the within conveyed parcel of land the following two small parcels conveyed by the parties of the first part, to-wit;

To Harold E. Stewart et ux, dated January 24, 1949, which is recorded in Liber No. 224, folio 344, one of the Land Records of Allegany County, Maryland.

To Clarence E. Clark dated August 1, 1948, which is recorded in Liber No. 221, folio 533 one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any

amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-two Hundred & 00/100 - - - (\$2200.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.



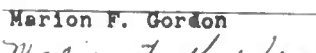

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this

mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

  [SEAL]
Harvey L. Gordon
 [SEAL]
Marion F. Gordon
 [SEAL]

State of Maryland,
Allegany County, to-wit:

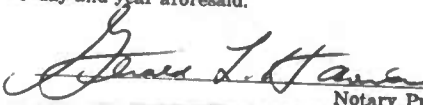
I hereby certify, That on this 5TH day of AUGUST
in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Harvey L. Gordon and Marion F. Gordon, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.


Notary Public.

Compared and Made correct

To Mtge Trust Co.

Aug 12 1934

LIBER 306 PAGE 202

FILED AND RECORDED AUGUST 30 1934, at 8:30 A.M.

THIS MORTGAGE, Made this 2ND day of AUGUST, 1934, by and between
RAYMOND BAMPION AND AURELL BAMPION, HIS WIFE
of MIDLAND, in the State of Maryland, Mortgagor S, and THE FIDELITY
SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee

WHEREAS, the said Mortgagor S ARE justly indebted unto the Mortgagee in the full and just sum of
Five Hundred Sixty-Seven and 60/100 (\$ 367.60)

which is to be repaid in 24 consecutive monthly installments of \$ 25.00 each, beginning one month from
the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said
Mortgagor do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground
and premises located in MIDLAND, ALLEGANY COUNTY, MARYLAND, known as
SOUTH SIDE OF BROAD STREET

and more fully described in a Deed from ANDRES LASLO AND RUTH LASLO, HIS WIFE, dated
recorded among Land Records of ALLEGANY COUNTY, MARYLAND, Liber 213, Folio 363

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances
and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the
said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns,
forever, provided that if the said Mortgagor S, THEIR heirs, executors, administrators or assigns, do
or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon
as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on
THEIR part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagor S may retain possession of the mortgaged
property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and
interest thereon said Mortgagor S hereby covenant to pay when legally demandable.

AND, the said Mortgagor S further covenant to keep the improvements on the said mortgaged property fully insured
against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some
company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby
secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly
constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be
necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns, which sale shall be made as follows: By
giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County,
Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of
all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly,
to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance,
to pay it over to the Mortgagor S, THEIR heirs or assigns, and in case of advertisement but no sale, one-half of the above
commission shall be paid by the Mortgagor S, THEIR representatives, heirs or assigns.

WITNESS OUR hand S and seal S

Raymond Bampton (SEAL)
RAYMOND BAMPION

ATTEST
Rachel Knieriem
RACHEL KNIERIEM

Aurell Bampton (SEAL)
AURELL BAMPION

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 3RD day of AUGUST, 1934, before me,

the subscriber, a Notary Public of the State and County aforesaid, personally appeared RAYMOND BAMPION AND
AURELL BAMPION, HIS WIFE

the Mortgagor S, who in the foregoing mortgage and THEY acknowledged the foregoing mortgage to be THEIR act.
At the time they also appeared Albert A. Doub Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG,
ALLEGANY COUNTY, MARYLAND, who in due form of law that the consideration set forth in said mortgage is true
and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.



Rachel Knieriem
Notary Public
RACHEL KNIERIEM

FILED AND RECORDED AUGUST 5th 1934 at 10:10 A.M.Compared and Made Ready
To Mortgage City
Aug 1 1934

This Mortgage. Made this 4th day of August, in the year nineteen hundred and Fifty Four, by and between

Kenneth T. Hager and Maryery W. Hager, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee, Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full and just sum of Seventeen Thousand Three Hundred Fifty (\$17,350.00) Dollars for which they have given their promissory note of even date herewith payable on or before five years after date with interest at the rate of 5% per annum in monthly payments on the principal and interest of not less than Three Hundred (\$300.00) Dollars, each monthly payment to be applied first to interest then to reduction of principal, interest for the following month to be calculated on the principal as so reduced.

And whereas, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit: All those three adjoining lots or parcels of ground situated on the Northeastly side of the National Turnpike Road (also known as Route No. 40) in "The Narrows," in Allegany County, Maryland, which said three lots or parcels of land front a total of three hundred and fifty (350) feet on the National Turnpike Road and which are described as follows, to-wit:

First. Beginning for the same on the Northeastly side of said National Turnpike Road at the end of 125 feet on the first line in the deed from Louisa P. Henderson et al to Charles L. Grosh et ux dated the 26th day of December, 1935, recorded among the Land Records of Allegany County, Maryland, in Liber No. 174, folio 223, and running thence with part of said first line in a Northwesterly direction and with said National Turnpike Road 100 feet; thence leaving said road and running at right angles thereto in a Northeastly direction to Wills Creek; thence in a Southeastly direction down and with said Wills Creek 100 feet, more or less, to intersect a line at a point drawn at right angles to said National

Turnpike Road from the place of beginning, said point being 125 feet measured at right angles from the dividing line of the property owned by Charles L. Grosh et ux and the property of The Standard Oil Company; thence by a line parallel to, and 125 feet distant from, the dividing line between the properties of the said Charles L. Grosh et ux and The Standard Oil Company to the point of beginning.

Being the Northwesterly 100 feet of all that lot or parcel of ground conveyed to Charles L. Grosh et ux by Louisa P. Henderson et al by deed dated the 26th day of December, 1935, and recorded among the aforesaid Land Records in Liber No. 174, folio 223.

Second. All that lot or parcel of ground adjoining the above described First parcel on the Northwest and fronting 100 feet on the National Turnpike Road conveyed to Charles L. Grosh et ux by Louisa P. Henderson et al by deed dated the 31st day of March, 1939, and recorded among the aforesaid Land Records in Liber No. 183, folio 302, a reference to which said deed is hereby particularly made for a further and more particular description of the lot intended to be hereby conveyed.



Third. All that lot or parcel of ground adjoining the above described Second parcel on the Northwest and fronting 150 feet on the National Turnpike Road, conveyed to Charles L. Grosh et ux by George Henderson et al by deed dated March 6, 1947, and recorded among the aforesaid Land Records in Liber No. 214, folio 234, a reference to which said deed is hereby particularly made for a further and more particular description of the lot intended to be hereby conveyed; subject, however, to an easement of right-of-way in and to The LaVale Sanitary Commission, as set out in the Agreement of Easement from Kenneth T. Hager et ux dated January 5, 1951, and recorded in Liber No. 232, folio 512, one of said Land Records.

The said three parcels of land above conveyed being the same and all the properties conveyed by Charles L. Grosh et ux to Kenneth T. Hager et ux by deed dated January 22, 1951, and recorded in Liber No. 232, folio 510, one of said Land Records, and subject to the restrictions as to sale and display of certain goods, wares and merchandise as therein limited and set out. Reference to said deed is hereby made for a further description of the properties herein conveyed.

To have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - Seventeen Thousand Three Hundred Fifty- -dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against

loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least Seventeen Thousand Three Hundred Fifty (\$17,350.00) - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors

Attest:

William C. Dudley *Kenneth T. Hager* (SEAL)
Margery M. Hager (SEAL)

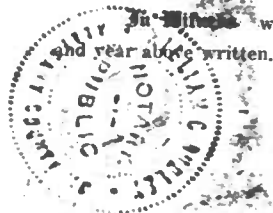
State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 4th day of August, in the year nineteen hundred and Fifty Four before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Kenneth T. Hager and Margery M. Hager, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.



William C. Dudley
Notary Public

Compared and *correct* delivered

To *Leo H. Leggo, Atty. Gen.*
Aug. 12, 1954

LIBER 306 PAGE 206

FILED AND RECORDED AUGUST 5th 1954 at 1:00 P.M.

THIS DEED OF RELEASE, Made this 5th day of August, 1954, by the First Federal Savings and Loan Association of Cumberland, a corporation.

WHEREAS, by mortgage dated September 11, 1950, and executed under the hands and seals of James A. Kuhlman and Cleota R. Kuhlman, his wife, to the First Federal Savings and Loan Association of Cumberland, a corporation, the real estate therein described was conveyed to said Corporation for the purpose of securing the payment of \$8700.00 on the terms and conditions therein expressed, as by reference to said mortgage recorded in Liber No. 238, folio 229, of the Mortgage Records of Allegany County, will fully appear; and

WHEREAS, said mortgage debt has been fully paid and satisfied by said mortgagors, wherefore this release is executed.

NOW, THEREFORE, THIS RELEASE WITNESSETH: That in consideration of the premises and of the sum of One Dollar, the First Federal Savings and Loan Association of Cumberland, a corporation, does hereby release said mortgage and does hereby grant unto said mortgagors, their heirs and assigns, all that real estate which was conveyed by and described in said mortgage, to have and to hold said real estate unto the said mortgagors, their heirs and assigns, in the same manner as if said mortgage had never been executed.

IN WITNESS WHEREOF the First Federal Savings and Loan Association of Cumberland, has caused this deed of release to be signed by its President and its corporate seal to be duly affixed and attested by its Secretary.

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF CUMBERLAND

By

Lynn C. Lashley
Lynn C. Lashley, President

Cleota Ponton
Cleota Ponton, Secretary

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

THIS IS TO CERTIFY, That on this 5th day of AUGUST, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Lynn C. Lashley, President of the First Federal Savings and Loan Association of Cumberland, a corporation, and acknowledged the foregoing deed of release to be the act and deed of said First Federal Savings and Loan Association of Cumberland.

WITNESS my hand and Notarial Seal the day and year above

written.



Gerald L. Little
Notary Public.

Committed and Mail *checked*
To *Mt. Airy City*
Aug 12 1954

FILED AND RECORDED AUGUST 5" 1954 at 3:10 P.M.

THIS MORTGAGE, Made this 4th day of August, 1954, by and between JAMES M. LITTLE and MADALIN G. LITTLE, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Two Thousand Two Hundred (\$2,200.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Forty Two Dollars and Fifty Three Cents (\$42.53) on account of interest and principal, payments to begin on the 28th day of August, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises, and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any



repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

ALL that lot, piece or parcel of land situate, lying and being along the northerly side of Bedford Road, about three miles northeast of the City of Cumberland, in Allegany County, State of Maryland, and being part of what is known as the "White House Farm", and which said part is described as follows:

BEGINNING for the same at a point along the Northerly side of Bedford Road, distant 125 feet measured in an Easterly direction along the Northerly side of said Bedford Road from the end of the first line of the land conveyed by the Interstate Realty Company to Louis F. Meyers et ux by deed dated October 25, 1923, and recorded among the Land Records of Allegany County in Liber No. 145, folio 10, and running thence with the Northerly side of aforesaid Bedford Road parallel to and distant 10 feet measured at right angles from the Northerly side of the concrete driveway on said Bedford Road, North 43 degrees East 50 feet to a stake, thence North 45 degrees 30 minutes West 871-2/10 feet to a stake, thence with a line parallel to and distant 871-2/10 feet measured on a course North 45 degrees 30 minutes West from the northerly edge of the aforesaid Bedford Road South 43 degrees West 50 feet to intersect a line drawn North 45 degrees 30 minutes West from the place of beginning, thence reversing said intersecting line South 45 degrees 30 minutes East 871-2/10 feet to the place of beginning; containing 1 acre of land.

It being the same property conveyed to the first parties by Martin L. Deremer and Lena P. Deremer, his wife, by deed dated the 11th day of March, 1937, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 177, folio 116.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Two Thousand Two Hundred (\$2,200.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in

the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of

the above commissions shall be allowed, and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Two Thousand Two Hundred (\$2,200.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

James M. Little (SEAL)
JAMES M. LITTLE

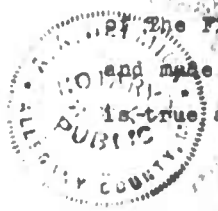
A. A. H. H. H.

Madalin G. Little (SEAL)
MADALIN G. LITTLE

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 27th day of August, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JAMES M. LITTLE and MADALIN G. LITTLE, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal.

A. A. H. H. H.
NOTARY PUBLIC
My Commission expires May 2, 1955

Committed and Mailed *clerk*
To *Walter R. W. Alderson Md*
Aug 12 19 54

FILED AND RECORDED AUGUST 5th 1954 at 2:20 P.M.

PURCHASE MONEY
This Mortgage, Made this 23 day of July
in the year Nineteen Hundred and Fifty-four, by and between
HANSON F. GROSS and HELEN M. GROSS, HIS WIFE,

of Allegany County, in the State of Maryland,
part ies of the first part, and LEO LEASURE and MAGGIE C. LEASURE, HIS WIFE,

of Allegany County, in the State of Maryland,
part ies of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the parties of the second part, in the full and just sum of Two Thousand Dollars (\$2,000.00) payable one year after date.

It is agreed by and between the parties hereto that the said parties of the first part shall make payments on said indebtedness in monthly payments of at least Twenty-Five Dollars (\$25.00) per month, plus interest at the rate of five per cent (5%) per annum, the first of said monthly payments of principal and interest to be made one month from the date of these presents, and each and every month thereafter until the whole principal sum, together with the interest accrued thereon, shall have been paid in full.

This mortgage is for the balance of the unpaid purchase price of the property hereinafter described and conveyed, and is, therefore, a Purchase Money Mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Hanson F. Gross and Helen M. Gross, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Leo Leasure and Maggie C. Leasure, his wife, their

heirs and assigns, the following property, to-wit:

All that lot, piece or parcel of ground, situate, lying and being on the Easterly side of Bear Hill Road, in Election District No. 2, Allegany County, Maryland, being a part of a tract known as "Conjunction", and more particularly described as follows:

BEGINNING for the same at a large stone marked "No. 4" standing on the east edge of the Bear Hill Road, and being at the end of the 10th line of a certain deed from Daniel Leasure, et ux, to Leo Leasure dated December 31, 1921, and recorded in Liber 139, folio 357, one of the Land Records of Allegany County, Maryland, and running thence with the 11th, 12th, 13th and part of the 14th lines thereof, (1) South 43 degrees East 32 perches, (2) South 62 degrees East 25 perches to a stone, (3) North 35 degrees East 35 perches to a stone in a small hollow, (4) South 56 degrees East 10 perches to the end of the 16th

line of a certain deed from Leo Leasure, et ux, to William Leasure, dated November 15, 1941, and recorded in Liber 192, folio 29, one of the Land Records of Allegany County, Maryland, thence reversing the 16th, 15th, 14th, 13th, 12th, 11th, 10th, 9th, 8th and 7th lines thereof as follows: (5) South 16 degrees West 8 perches, (6) South 23 degrees West 26 perches, (7) South 34 1/2 degrees West 16 perches, (8) South 15 degrees West 20 perches, (9) South 7 degrees West 16 perches, (10) South 11 degrees West 18 perches, (11) South 3 degrees West 16 perches, (12) South 23 degrees West 20 perches, (13) South 16 degrees West 38 perches, (14) South 56 degrees West 2 2/3 perches to a point at the end of 95 perches on the 6th line of the original tract as conveyed by Daniel Leasure, et ux, to Leo Leasure by deed aforesaid, and running thence with the remainder of said 6th and part of the 7th lines of the original tract (15) North 47 1/3 degrees West 100 perches to the 44th line of the original tract called "Conjunction," thence with part of the 7th line (16) North 85 degrees 35 minutes West 12 perches to the East margin of the Bear Hill Road, thence by said East margin of said Bear Hill Road in a Northeasterly direction approximately 118 perches to the place of beginning.

It being the same property which was conveyed unto the said HANSON F. GROSS and HELEN M. GROSS, his wife, by LEO LEASURE and MAGGIE C. LEASURE, his wife, by deed of even date herewith, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Hanson F. Gross and Helen M. Gross,
his wife, their heirs, executors, administrators or assigns, do and shall pay to the said
Leo Leasure and Maggie C. Leasure, his wife, their
executor s, administrators or assigns, the aforesaid sum of Two Thousand Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Hanson F. Gross and Helen M. Gross, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Hanson F. Gross and Helen M. Gross, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said Leo Leasure

and Maggie C. Leasure, his wife, their

heirs, executors, administrators and assigns, or German E. Getty
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,

to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Hanson F. Gross and Helen M. Gross, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor to their representatives, heirs or assigns.

And the said Hanson F. Gross and Helen M. Gross, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand and no/100----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest

Carolyn G. O'Donnell
Carolyn G. O'Donnell

Hanson F. Gross [Seal]
HANSON F. GROSS
Helen M. Gross [Seal]
HELEN M. GROSS

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 23 day of July in the year nineteen hundred and Fifty-Four, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Hanson F. Gross and Helen M. Gross, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Leo Leasure and Maggie C. Leasure, his wife, the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Carolyn G. O'Donnell
Notary Public

Comptroller and Master *clerk*
To *Mtzel Frostburg Md*
Aug 12 1954

LIBER 306 PAGE 214

FILED AND RECORDED AUGUST 6th 1954 AT 10:40 A. M.

This Mortgage, Made this *5th* day of *Aug 1954*
in the year Nineteen Hundred and **Fifty-four**, by and between

MARVIN RICE and EMMA K. RICE, his wife,

of **Allegany** County, in the State of **Maryland**,

part **ies** of the first part, and **FROSTBURG NATIONAL BANK**, a national banking corporation duly incorporated under the Laws of the United States of America,

of **Allegany** County, in the State of **Maryland**,

part **y** of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the party of the second part, its successors and assigns, in the full sum of THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00), payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part, payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with the interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party

of the second part ~~its successors~~ *hereby* and assigns, the following property, to-wit:

ALL those parcels of real estate located on Washington Street, in Frostburg, Maryland, composed of two parcels of land more particularly described as follows:

FIRST PARCEL: All that lot, piece or parcel of land lying and being in Allegany County, Maryland, and known and distinguished as Lot No. 22 in McCullough's Addition.

BEGINNING at a stake standing on the Northeast side of Washington Street at the end of the first line of Lot No. 21 in the said Addition to said town, and running thence with Washington Street, North sixty-one degrees West fifty-five feet, North twenty-nine degrees East one hundred sixty-five feet to an alley, and with it South sixty-one degrees East fifty-five feet, thence South twenty-nine degrees West one hundred sixty-five feet to the beginning.

SECOND PARCEL: All that lot or parcel of ground lying and being in Allegany County, Maryland, known and distinguished as Lot No. 21 in McCullough's Addition to the Town of Frostburg, fronting on Washington Street, and running back with Tracey Street in said Addition in said town; excepting, however, so much of the aforesaid Lot No. 21 as has heretofore been conveyed away by the Adam Crouse and Anna Crouse, his wife, to John H. Meerbach, by deed dated May 4, 1917, and recorded in Liber 121, folio 29, one of the Land Records aforesaid, which excepted portion is described as follows:

BEGINNING at a stake standing on the Northwest side of Tracey Street, sometimes called Mt. Vernon Street, and at the corner when said street intersects Washington Street in the town of Frostburg, and North sixty-one degrees West forty feet from the end of the first line of Lot No. 20, and with Washington Street North sixty-one degrees West forty-three feet, North twenty-nine degrees East one hundred

sixty-five feet (parallel to Tracey Street, and distant forty-three feet from it) to first alley, thence with said alley South sixty-one degrees East forty-three feet to Tracy Street, and with Tracy Street South twenty-nine degrees West one hundred sixty-five feet to the beginning.

IT being the same property which was conveyed to Marvin Rice and Emma K. Rice by David E. Gunter, Executor, by deed dated July 2, 1935, and recorded in Liber No. 173, folio 11, among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said part ies of the first part, ~~their~~ heirs, executors, administrators or assigns, do and shall pay to the said part Y of the second part, its successors ~~COBEY, CARSCADEN and GILCHRIST~~ or assigns, the aforesaid sum of _____

THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said part ies of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part ies of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part Y of the second part its successors ~~COBEY, CARSCADEN and GILCHRIST~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part ies of the first part their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, heirs or assigns.

And the said part ies of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors assigns, the improvements on the hereby mortgaged land to the amount of at least THREE THOUSAND FIVE HUNDRED 00/100--(\$3,500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors heirs or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Witness: (as to both)

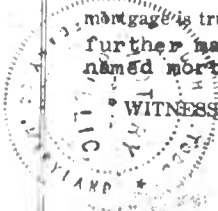
Ruth M. ToddMarvin L. Rice [Seal]
MARVIN RICEEmma K. Rice [Seal]
EMMA K. RICEState of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 15th day of August
in the year nineteen hundred and Fifty-four before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
MARVIN RICE and EMMA K. RICE, his wife,

and each acknowledged the foregoing mortgage to be his respective
act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG,
Cashier of the Frostburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg
further made oath that he is the Cashier and agent of the within
named mortgagee and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Ruth M. Todd
Notary Public

Com. and Not. severe
To Mtgel 320 Spring St
Shelton Md
Aug 12 1954

Filed and Recorded August 6th 1954 at 11:45 A. M.

PURCHASE MONEY
This Mortgage, Made this Twenty Eighth day of July
in the year Nineteen Hundred and Fifty Fifty Four, by and between
~~XXXXXXXXXXXXXXXXXXXX~~ JAMES C. LINKSWILER AND LAVETA LINKSWILER, HIS
WIFE,
of Allegany County, in the State of Maryland
part 1st of the first part, and CLEVELAND A. LINKSWILER AND LOIS M. LINKSWILER,
HIS WIFE,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are indebted unto the said parties of the second part for money borrowed in the amount of EIGHTEEN HUNDRED DOLLARS (\$1,800.00), as evidenced by the Promissory Note of the said parties of the first part dated of even date herewith, made payable unto the order of the said parties of the second part, in the amount of EIGHTEEN HUNDRED DOLLARS (\$1,800.00), ON DEMAND with interest at the rate of Four Percent (4%) per Annum, and

WHEREAS, the said parties of the first part hereby agreed to execute this mortgage as security for the aforesaid note, and agreed to pay in the reduction thereof, until demand is made for the full amount, at least the sum of Fifty Dollars (\$50.00), each month, plus the accrued interest thereon, and

WHEREAS, the said money herein borrowed is for the purchase price of the hereinafter described real estate and therefore this is known as a Purchase Money Mortgage,

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

parties of the second part, their

heirs and assigns, the following property, to-wit:

All of that parcel of land which is part of Lot Number Four Hundred (400), as laid off on the Plat of Hammond's Addition to Westernport, in Allegany County, Maryland, which fronts fifty (50) feet on Lynn Street, West Side, and extends back in a Northwesterly direction throughout for a distance of One Hundred Feet (100), as described in that certain deed dated November 3, 1953, from Carrie E. Thompson, et al., to the said parties of the first part herein, which deed is recorded among the Land Records of Allegany County, Maryland, in Liber No. 255, Folio 10.

EXCEPTING, HOWEVER, that certain parcel of land which is a part of the above described real estate which is a five foot strip, fifty feet across the said property located upon the extreme Western end of Lot No. 400 which was conveyed unto the said parties of the first part herein, and which parcel of land was recently conveyed by the said parties of the first part unto Maggie May Linkswiler, Widow, by deed dated July 28, 1954, and which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the

recording of this Mortgage.

ALSO all of that parcel of land known as part of Lot Number Three Hundred and Ninety Nine, as laid off on the Plat of Hammond's Addition to the Town of Westernport, in Allegany County, Maryland, which parcel fronts on the West side of Lynn Street in said Town for a distance of fifty (50) feet, and extends back in a Northwesterly direction for a distance of Ninety Five Feet (95), and which is the same property as conveyed unto the said parties of the first part herein by the said Maggie May Linkswiler, by deed dated of even date herewith, and which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this Mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

parties of the second part, their

executor, administrator or assigns, the aforesaid sum of EIGHTEEN HUNDRED DOLLARS

(\$1,800.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs and assigns,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Horace P. Whitworth Jr. his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least

EIGHTEEN HUNDRED & .00/100 Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

Horace P. Whitworth Jr.
Horace P. Whitworth Jr.

James C. Linkswiler [SEAL]
James C. Linkswiler
LaVeta P. Linkswiler [SEAL]
LaVeta Linkswiler

[SEAL]

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this Twenty Eighth day of July
in the year nineteen Hundred and Fifty Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

James C. Linksviler and LaVeta Linksviler, his wife,
and have acknowledged the foregoing mortgage to be their voluntary
act and deed; and at the same time before me also personally appeared
Cleveland A. Linksviler and Lois M. Linksviler, his wife,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Naama Flanagan
Notary Public.

FILED AND RECORDED AUGUST 6th 1954 at 11:30 A. M.

PURCHASE MONEY

This Mortgage, Made this 5TH day of AUGUST in the
year Nineteen Hundred and fifty -FOUR by and between

Frederick A. Willison and Esta M. Willison, his wife,

of Allegany County, in the State of Maryland, parties of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Six Thousand Seven Hundred Fifty & 00/100 - - (\$6750.00) - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 4 1/2 per cent, per annum, in the manner following:

By the payment of Forty-two & 70/100 - - - (\$42.70) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

FIRST PARCEL:

All that lot or parcel of ground situated on the easterly side of Avenue I, in Potomac Park Addition, situated along River Road (now called McMullen Boulevard,) near Cumberland, Allegany County, Maryland, the lot or parcel hereby conveyed being parts of Lots Nos. 16, 17 and 18, Block 42, said addition, and more particularly described as a whole as follows, to-wit:

Beginning for the same at a point on the easterly side of Avenue I, in said addition, said point being distant South 12 degrees 09 minutes East 80 feet from the intersection of the easterly side of Avenue I with the southerly side of Avenue M of said addition, and running then with the easterly side of Avenue I, South 12 degrees 09 minutes East 40 feet to the northerly side of a 20 foot alley, then with the northerly side of said alley, North 77 degrees 51 minutes East 60 feet to the end of the second line of Lot No. 9, Block 42, then with part of said second line reversed, North 12 degrees 09 minutes West 40 feet, then South 77 degrees 51 minutes West 60 feet to the place of beginning.

SECOND PARCEL: All that part of a lot or parcel of ground designated as the rear forty feet of Lot No. 19, Block 42 in Potomac Park Addition situated along the River Road (now called McMullen Boulevard), near Cumberland, Allegany County, Maryland, which part of said lot hereby intended to be conveyed is more particularly described as follows, to-wit:

Beginning for the same at a point on the northerly side of a 20 foot alley which runs through Block 42, said addition, said point being also the end of the second line of the whole Lot No. 19, Block 42, said addition, and running then with the northerly side of said 20 foot alley, and with the third line of the whole Lot No. 19, as aforesaid, South 77 degrees 51 minutes West 40 feet to the end of the second line of Lot No. 18, Block 42, said addition, then with part of the fourth line of Lot No. 19, Block 42, North 12 degrees 09 minutes West 40 feet, then leaving said fourth line, and running across said Lot No. 19, North 77 degrees 51 minutes East 40 feet to a point on the

second line of the whole Lot No. 19, Block 42, distant South 12 degrees 09 minutes East 80 feet from the beginning thereof, then running with the remainder of said second line, South 12 degrees 09 minutes East 40 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of John G. Kerns et al, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and

improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of not least Six Thousand Seven Hundred Fifty & 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George L. Hanna
 State of Maryland,

Frederick A. Willison [SEAL]
 Frederick A. Willison
Esta M. Willison [SEAL]
 Esta M. Willison

Allegany County, to-wit:

I hereby certify, That on this 5TH day of AUGUST

in the year nineteen Hundred and Fifty -four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared

Frederick A. Willison and Esta M. Willison, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
 and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
 agent for the within named mortgagee and made oath in due form of law, that the consideration
 in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
 of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George L. Hanna
 Notary Public.

Compared and Mailed ~~12/10/54~~
 To *Walter Barton*
Aug 12 1954

FILED AND RECORDED AUGUST 6" 1954 at 10:40 A. M.

Purchase Money

This Mortgage, Made this twenty ninth day of July
 in the year Nineteen Hundred and Fifty four, by and between
 Arthur J. Cadwallader and Ruth E. Cadwallader, husband and wife
 of Allegany County, in the State of Maryland
 parties of the first part, and The First National Bank of Barton, Maryland,
 a corporation, organized under the National Banking Laws,

of Barton, Allegany----- County, in the State of Maryland-----
 party of the second part, WITNESSETH:

Whereas,

The said parties of the first part are indebted unto the party of the second part in the full and just sum of twenty five hundred dollars (\$ 2500.00) for money lent, being applied to the purchase price of the herein mortgaged lands, and which loan is evidenced by the promissory note of the parties of the first part, of even date herewith, payable on demand with interest to the order of the party of the second part at The First National Bank of Barton, Maryland; And Whereas, it was understood and agreed prior to the lending of said money and the giving of said note that this purchase money mortgage was to be executed to secure the same.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part-----

do----- give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors-----

and assigns, the following property, to-wit:

All those certain lands situated in Allegany County, Maryland, being a part of the Resurvey of Elk Lick, containing one-seventh of an acre, and running 99 feet along the lands of The Cumberland and Pennsylvania Rail-Road Company, and being the same property which was conveyed unto the parties of the first part herein by deed from Alvin James Green and wife, dated July 26, 1954, and which deed is to be recorded among the land records of Allegany County, Maryland at the same time as this purchase money mortgage, and to which deed so recorded a reference is made for a more definite and particular description of the lands hereby mortgaged. All coal and other minerals underlying said land being excepted and reserved in manner and form as set forth in said deed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs or
executors, administrators or assigns, do and shall pay to the said
party of the second part, its successors-----
or assigns, the aforesaid sum of twenty five hundred dollars.

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their----- part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of
the first part, their heirs or assigns-----
may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,

mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

and assigns, or Horace P. Whitworth, its heirs, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least twenty five hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Kenneth R. Malcolm x Arthur J. Cadwallader [SEAL]
Kenneth R. Malcolm Arthur J. Cadwallader
x Ruth E. Cadwallader [SEAL]
Ruth E. Cadwallader

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this twenty ninth day of July in the year nineteen Hundred and Fifty four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Arthur J. Cadwallader and Ruth E. Cadwallader, his wife and each acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Patrick A. Laughlin, president of The First National Bank of Barton, Maryland, the within named mortgages, and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set forth., and that he is the president of the said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Samuel R. Mableton
Notary Public

FILED AND RECORDED AUGUST 6th 1954 AT 3:10 P. M.

This Mortgage, Made this 6th day of August
in the year Nineteen Hundred and fifty-four, by and between

CHELSIE A. LILLER and MARY F. LILLER, his wife,

of Allegany County, in the State of Maryland.

part ies of the first part, and

THE SECOND NATIONAL BANK OF CUMBERLAND, CUMBERLAND,
MARYLAND, a corporation duly incorporated under Acts of Congress,

of allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, the parties of the first part are justly indebted unto the party of the second part, its successors and assigns, in the full and just sum of

TWELVE THOUSAND FIVE HUNDRED - - - - -00/100 DOLLARS

this day loaned the parties of the first part by the party of the second part, receipt whereof is hereby acknowledged, which said sum shall be repaid by the parties of the first part to the party of the second part, its successors and assigns, together with interest thereon at the rate of four and one-half per cent per annum in monthly installments of at least One Hundred Forty-five Dollars (\$145.00), which said installments include both interest and principal, which said interest shall be calculated and credited monthly.

It is understood and agreed that the said parties of the first part may pay off this mortgage or any part thereof in excess of said monthly installments at any time.



AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 921 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors ~~and assigns~~, the following property, to-wit:

ALL those lots, pieces or parcels of ground lying and being in Allegany County, Maryland, and being parts of Lots Nos. 23, 24, 25 and 26 of Shucks Addition and an unnumbered triangular shaped property lying in the rear of said lots Nos. 23, and 24, all of which said property is more particularly described as follows, to wit:

BEGINNING for the same at a point in the northerly boundary of U. S. Route 220, commonly known as the McMullen Boulevard at the end of the first line of Lot No. 22 in the Shucks Addition as shown on the Amended Plat thereof filed for record in Plat Case No. 107 of the Land Records of Allegany County, Maryland, and running thence with the division line between lots Nos. 22 and 23 in said Addition, North 28 degrees West 110 feet to a stake; thence South 62 degrees West 4.5 feet to a stake in the easterly side of Lot No. 49 of Craddock's Addition; thence with the easterly boundary of said lot, North 17 degrees 25 minutes West 36.75 feet to a stake in the southerly boundary of Warrior Drive also known as the Winchester Road by-pass; thence with the southerly boundary of said road, South 81 degrees East 122.29 feet to a stake in the division line between lots Nos. 26 and 27 of said Shucks Addition; thence with said division line, South 28 degrees East 72.59 feet to intersect the northerly boundary of aforementioned McMullen Highway thence with said boundary, South 62 degrees West 100 feet to the place of beginning.

IT being a description of the parcel of land described in a deed from Annie W. Craddock to Chelsie A. Liller, dated December 12, 1946, and recorded in Liber 212, Folio 564, one of the Land Records of Allegany County, after deducting that part previously acquired by the Maryland State Roads Commission, and shown on a Right-Of-Way Map No. 2765 recorded in the Allegany Court Records, as surveyed by C. R. Nuzum, Civil Engineer, in December, 1953.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors ~~and assigns~~, the aforesaid sum of

TWELVE THOUSAND FIVE HUNDRED - - - 00/100 DOLLARS (\$12,500.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors ~~and assigns~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the

purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s. their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Thousand Five Hundred - - - -00/100 - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to insure to the benefit of the mortgagee its, successors ~~heirs~~ or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

Witness:

John H. Mosner
John H. Mosner

Chelsie A. Liller [Seal]
CHELSIE A. LILLER

Mary F. Liller [Seal]
MARY F. LILLER

State of Maryland.
Allegany County, to-wit:

I hereby certify, That on this 6th day of August
February,
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Chelsie A. Liller and Mary F. Liller, his wife,
and they acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared John H. Mosner,

Cashier of The Second National Bank,
the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Michael A. Schacht
Notary Public



Compared and Mailed *12/10/54*
T. M. L. P. R. 1345 City
Aug 12 1954

LIBER 306 PAGE 228

FILED AND RECORDED AUGUST 6th 1954 at 3:10 P. M.

This Mortgage, Made this 6th day of August
in the year Nineteen Hundred and fifty-four, by and between

CHARLES M. STOUFFER and FLORENCE M. STOUFFER, his wife, and
DELBERT M. STOUFFER, unmarried,

of Allegany County, in the State of Maryland,
parties of the first part, and

CHELSIE A. LILLER and MARY F. LILLER, his wife,

of Allegany County, in the State of Maryland,
parties of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the parties of the second part in the full and just sum of Eight Thousand Fifty Dollars (\$8,050.00) this day loaned the parties of the first part by the parties of the second part, which said sum is to be repaid with interest thereon at the rate of six per cent per annum in monthly installments of \$60.00 each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part their heirs and assigns, the following property, to-wit:

ALL those lots or parcels of ground known as Lots Nos. 19 and 20 in Craddock Addition to Cresaptown, Allegany County, Maryland, as shown by the plat thereof duly filed in Plat Case Box 129 among the Land Records of Allegany County, Maryland, and more particularly described as follows, to wit:

LOT NO. 19: Beginning for the same at a point on the northerly side of Warrior Drive at the end of the first line of Lot No. 18 as used in the description of Lot No. 18 in the deed from Annie W. Craddock, widow, to Chelsie A. Liller, et ux, dated December 21, 1946, and recorded in Liber 214, folio 263, and running thence with Warrior Drive, South 80 degrees 40 minutes East 50 feet, thence North 9 degrees 20 minutes East 147 feet, thence North 80 degrees 40 minutes West 50 feet to the end of the second line of Lot No. 18 as contained in the above mentioned deed, and with said second line reversed, South 9 degrees 20 minutes West 147 feet to the beginning.

LOT NO. 20: Beginning at a point on the northerly side of Warrior Drive at the end of the first line of Lot No. 19 as above described and running thence with said Warrior Drive, South 80 degrees 40 minutes East 80 degrees 40 minutes West 50 feet to end of second line of Lot No. 19 and with said second line reversed, South 9 degrees 20 minutes West 147 feet to the beginning.

IT being the same property which was conveyed by Chelsie A. Liller et ux to Charles M. Stouffer et ux, et al, by deed dated December 16th, 1947, and recorded in Deeds Liber 214, folio 447 among the Land Records of Allegany County, Maryland.



Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said part ies of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said part ies of the second part, their executor, administrator or assigns, the aforesaid sum of _____

- - - EIGHT THOUSAND FIFTY and 00/100 DOLLARS (\$8,050.00) - - -

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said part ies of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part ies of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part ies of the second part, their heirs, executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part ies of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said part ies of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Thousand Fifty and 00/100 - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s or the mortgagee s may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand^s and seal^s of said mortgagor^s.

Witness:

Patty Ann Davis

Patty Ann Davis

Patty Ann Davis

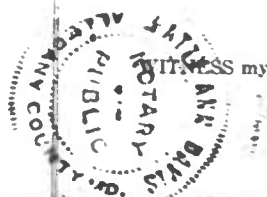
Charles M. Stouffer [Seal]
CHARLES M. STOUTER

Florence M. Stouffer [Seal]
FLORENCE M. STOUTER

Delbert M. Stouffer [Seal]
DELBERT M. STOUTER

State of Maryland.
Allegany County, to-wit:

I hereby certify, That on this 6th day of August,
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Charles M. Stouffer and Florence M. Stouffer, his wife, and Delbert M.
Stouffer, unmarried,
and they acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared
Chelsie A. Liller and Mary F. Liller, his wife,
the within named mortgagees and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Patty Ann Dennis
Notary Public

Com. to: Allegany
To: Mt. Pleasant City
Aug 12 1954

FILED AND RECORDED AUGUST 7th 1954 at 8:45 A. M.

This Mortgage, Made this 6th day of August
in the year Nineteen Hundred and Fifty-four, by and between

RAY M. WHITEMAN and EMMA F. WHITEMAN, his wife,

of Allegany County, in the State of Maryland
part 1st of the first part, and

THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a banking
corporation duly incorporated under the laws of the United States,

of Allegany County, in the State of Maryland
part 2 of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the
party of the second part in the full and just sum of Three Thousand
(\$3,000.00) Dollars, this day loaned the parties of the first part,
which principal sum with interest at 5% per annum is to be repaid
by the parties of the first part to the party of the second part in
payments of not less than Forty-Five (\$45.00) Dollars per month,



said payments to be applied first to interest and the balance to principal; the first of said payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, its successors or assigns, the following property, to-wit:

ALL that parcel of ground lying and being in Allegany County, State of Maryland, and known as Lot No. 89 in "The Narrows Addition", and particularly described as follows:

BEGINNING at a stake on the westerly side of Wabash Street at the end of the first line of Lot No. 88 and running thence with said Street, North 26 degrees 08 minutes East 40 feet, then North 63 degrees 52 minutes West 99 feet to Wills Creek Drive, and with it South 88 degrees 32 minutes West 32-2/10 feet to Long Alley, and with it South 26 degrees 08 minutes West 29-2/10 feet to the end

of the second line of Lot No. 88 and with it reversed South 63 degrees 52 minutes East 120 feet to the beginning.

BEING the same property which was conveyed to the parties of the first part by Emma B. Engle, by deed dated November 1, 1937, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 179, folio 337.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part

their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

~~xxxxxxxxxxxxxxxx~~ or assigns, the aforesaid sum of

---- Three Thousand and no/100 (\$3,000.00) Dollars ---- together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

~~xxxxxxxxxxxxxxxx~~ and assigns, or William M. Somerville, its, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty

days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

----- Three Thousand and no/100 (\$3,000.00) ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ~~next~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Ray M. Whiteman [SEAL]
Ray M. Whiteman
Emma F. Whiteman [SEAL]
Emma F. Whiteman

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 6th day of August in the year Nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

RAY M. WHITEMAN and EMMA F. WHITEMAN, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared

JOHN H. MOSNER, Cashier of the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Malcolm A. Schick
Notary Public.



FILED AND RECORDED AUGUST 9th 1954 at 11:25 A.M.

THIS MORTGAGE, made this 3rd day of August, 1954, by and between IRLAND E. LONG, 1864, of Allegany County, Maryland, party of the first part, and THE FIRST NATIONAL BANK OF MARYLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

Whereas, the party of the first part is party and owner of certain real estate and the party of the second part is the full and true owner of Five Thousand (\$5,000.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, which said sum the said party of the first part covenants and agrees to pay in equal monthly installments of not less than Forty Two Dollars and Twenty Cents (\$42.20) beginning on the 3rd day of September, 1954, and like equal sum of not less than Forty Two Dollars and Twenty Cents (\$42.20) on the said 3rd day of each and every month thereafter. Said monthly payments to be applied first to interest and the balance to unpaid principal debt, the entire unpaid principal together with interest due thereon, to become due and payable ten years from date of this mortgage.

NOT, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the party of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said party of the first part does give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

ALL that piece or parcel of land lying and being in Allegany County, Maryland, known as Lot No. 17, and part of Lot No. 18, in Long's National Highway Second Addition, LaVale, Maryland, a plat of which said Addition is recorded among the Land Records of Allegany County in Plat Book No. 1, folio 97, said parcel being described as follows:

BEGINNING at the intersection of the Southerly side of Woodlawn Avenue, with the Westerly side of Second Street, and running thence with said Woodlawn Avenue, North 41 degrees 19 minutes West 75 feet, thence South 48 degrees 41 minutes West 100 feet, thence South 41 degrees 19 minutes East 75 feet to Second Street, and with said Street, North 48 degrees 41 minutes East 100 feet to the place of beginning.

It being the same property conveyed to Rutherford B. Browning and Minifred E. Browning, his wife, as tenants by the entireties, in two deeds from William M. Long and wife, dated July 16, 1925 and January 4, 1929, recorded in Liber 151, folio 96 and Liber 159, folio 685, respectively; the complete title having vested in said Minifred E. Browning, widow, by operation of law as surviving tenant by the entireties.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining; subject, however, to the covenants and conditions set out in the aforementioned two deeds.

PROVIDED, that if the said party of the first part, her heirs, executors, administrators or assigns, does and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Five Thousand (\$5,000.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the party of the first part as hereinbefore set forth, and in the meantime does and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenants to pay when legally demandable; and it is covenanted and agreed that in the event the party of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the

mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage intended to be hereby secured, including such future advances as may be made by the party of the second part to the party of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Camper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale, secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the party of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said party of the first part, her heirs, or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagor, her representatives, heirs or assigns.

And the said party of the first part further covenants to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Five Thousand (\$5,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hand and seal of the said mortgagor.

WITNESS:

124 A.E.

Winifred E. Browning (SEAL)
WINIFRED E. BROWNING

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 3rd day of August, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared WINIFRED E. BROWNING, Widow, and acknowledged the foregoing mortgage to be her act and deed; and at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.



Elizabeth B. Brazeal
NOTARY PUBLIC

My Commission expires May 2, 1955

306

Compounded and Made + Delivered
To Geo. W. Lyle, City
Sept 9, 1954

This Mortgage. Made this 1st day of August 1954 in the
Year Nineteen Hundred and fifty by and between

of Allegany County, in the State of Maryland, part of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of \$600.00 Dollars
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

THIS MORTGAGE IS INTENDED TO SECURE PART OF THE PURCHASE MONEY
OF THE PREMISES HEREIN DESCRIBED AND KNOWN AS TO, THEREBY, A MORTGAGE MONEY

"And whereas this mortgage shall also secure as of the date hereof future advances made at
the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the ag-
gregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt
exceed the original amount hereof provided, the full amount of any such advance is used for pay-
ing the costs of any repairs, alterations or improvements to the mortgaged property as provided
in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any
amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the
payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or
wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional colla-
teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid bal-
ance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the
payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the
Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this
indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this
indebtedness.

The Mortgagee covenants to do, and cause to be done, all such things, and to procure the doing thereof, as may be necessary or proper to keep the same in good repair and condition, so that the same be satisfactory to and approved by First Finance Companies as a freehold and freehold estate, and to cause to be made all needed and proper repairs, renewals, and improvements, so that the efficiency of said premises shall be maintained.

It is agreed that the Mortgagee pay at his option, whenever he may desire, any sum of money at any time for the repair and maintenance of the building, on the receipt of the proper and valid receipt of money, to and for the use of the mortgagor, added to the unpaid balance of the mortgage.

16. The property and hereby warranted, conveyed to and conveyed with, the said part
17. of the said real property is sold to the said Lender and that a perfect (or simple
18. title) free of the burden of all liens and encumbrances, except for this mortgage loan, and de
19. scribed in the said mortgage, shall constitute such further assurance as may be required.

They have a better thing and improve it, therein, and the right, road, ways, with, persons, and appoint, causes, therein, to belonging, or, in, any, way, or, appertaining,

To have and to hold the whole and undivided love, faith, and company of the said

and, however, provided that if the said mortgagor, his heirs, assigns, executors or assigns, do and shall pay to the said mortgagee, its successors or assigns, the principal sum of money together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein contained to be observed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

First, in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in which case, in any agreement, covenant or condition of this mortgage, then the mortgagee or parties thereto, or his heirs, assigns and shall at once become due and payable, and those present and future interest, accrued and to be received in trust, and the said mortgagee, if successors or assigns, or assigns of the said jointly constituted attorney or agent are hereby authorized and empowered, without further offer, to sell the property hereby mortgaged, or so much thereof as may be necessary to pay and convey the same to the purchaser or purchasers thereof, his, her or their heirs and assigns, which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time and place of sale, and terms of sale in some new paper published in Cumberland, Maryland, and by public auction for cash, and the proceeds arising from such sale shall be paid, first, to the payment of all expenses incident to such sale including taxes, and a commission of eight percent to the party selling or making said sale; secondly, to the payment of all money owing under the mortgage, whether the same shall have then matured or not; and as to the balance of said proceeds to the said said person, his heirs or assigns, and in case of advertisement notice of such proceeds shall be one half of the above commission shall be allowed and paid by the said person, his heirs or assigns.

And the mortgagee, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by one or more insurance company or companies acceptable to the mortgagee, the structure or improvement on the hereby mortgaged land to the amount of at least _____ Dollars, to wit: _____ Dollars and _____ Cents, and to cause the policy or policies obtained thereby to be so framed or endorsed, as in case of fire, to cover the full value of the structure, the improvements or a part to the extent of its lien or claim hereon, and to procure and policy or policies forthwith in no case on of the mortgage, or the mortgagee, to collect and receive and collect the proceeds thereon with interest as part of the mortgage debt.

And he and mortgagees, as additional security for the payment of the indebtedness hereby created do hereby sell, convey, transfer and assign to the mortgagee, its successors and assigns, all of its right and profits accruing or falling due from said premises after default under this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take possession of and property and collect all rent and income therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

Execution of the premises the mortgageors, for themselves and their heirs, and persons to whom they shall hereafter come, hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the receipt of all loans for public improvements within ninety days after the same; and become due and payable and to pay and discharge within ninety days after due date all governmental loans that may be made on the mortgaged property, on this mortgage or note, or in any other way for the said lot(s); secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the land(s) on said property in good condition of repair, the mortgagee may demand the immediate repair of said land(s) or an increase in the amount of security; or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage; and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

George L. Hagan

Lewis D. Metz [SEAL]
Lewis D. Metz
Helen E. Metz [SEAL]
Helen E. Metz

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 9TH day of AUGUST

in the year nineteen Hundred and Fifty Fifty-Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

LEWIS D. METZ AND HELEN E. METZ, HIS WIFE, -----

the said mortgagors herein and each acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgages and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



my hand and Notarial Seal the day and year aforesaid.

George L. Hagan
Notary Public.

Witnessed and sworn to before me this 9th day of August 1954
Geo W. Legge, Esq.
Sept 4, 1954

FILED AND RECORDED AUGUST 10 "1954 at 2:00 P.M.

PURCHASE MONEY

This Mortgage, Made this 9TH day of AUGUST in the
year Nineteen Hundred and fifty-four by and between

Page M. Sencindiver and Mary L. Sencindiver, his wife,

of Allegany County, in the State of Maryland, parties of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Four Thousand Three Hundred Seventy-five & 00/100 - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-five & 79/100 - - - (\$35.79) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground lying and being on the southerly side of Fifth Street in Cumberland, Allegany County, Maryland, known and designated as Lot No. 18 in "South Side Addition" to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 70, folio 496 one of the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

Beginning for the same on the southerly side of Fifth Street where the same is intersected by the dividing line between Lots Nos. 17 and 18 in said addition, and then running with said dividing line South 35 degrees 4 minutes West 100 feet, then North 54 degrees 56 minutes West 40 feet, then North 35 degrees 4 minutes East 100 feet to the southerly side of Fifth Street, and then with said Street South 54 degrees 56 minutes East 40 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Aron Lazarus, Jr. dated the 26th day of July, 1954, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 925 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness; and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness; and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Three Hundred Seventy-five & 00/100 - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George L. Harris [SEAL]
 Page M. Sencindiver
Mary L. Sencindiver [SEAL]
 Mary L. Sencindiver

State of Maryland,
 Allegany County, to-wit:

I hereby certify. That on this 9TH day of AUGUST
 in the year nineteen Hundred and Fifty-four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared

Page M. Sencindiver and Mary L. Sencindiver, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
 and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
 agent for the within named mortgagee and made oath in due form of law, that the consideration
 in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
 of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George L. Harris
 Notary Public.

Compared and ~~Subscribed~~ Delivered in
 To Geo W. Legge Att
Sept. 9 1954

FILED AND RECORDED AUGUST 10th 1954 at 2:50 P.M.

This Mortgage. Made this 10TH day of AUGUST in the
 year Nineteen Hundred and fifty-four by and between
Eather M. Travis, widow.

of Allegany County, in the State of Maryland, part of the first part, here-
 inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
 corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
 land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of



Fifteen Hundred & 00/100 - - - - - (\$1500.00) - - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Twenty-eight & 65/100 - - - (\$28.65) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors does give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground, lying and being on the westerly side of St. Marys Avenue known and designated as Lot No. 24, Block No. 9 in Johnson Heights Addition to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 44 one of the Plat Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

Beginning for the same on the westerly side of St. Marys Avenue at the end of the first line of Lot No. 23, Block No. 9 in said addition and running then with said avenue South 2 degrees 51 minutes West 35 feet, then North 87 degrees 9 minutes West 130 feet to the easterly side of a 14.5 foot alley, then with said alley North 2 degrees 51 minutes East 35 feet to the end of the second line of said Lot No. 23 and then with said second line reversed South 87 degrees 9 minutes East 130 feet to the place of beginning.

Being the same property which was conveyed unto the party of the first part by deed of Maudie A. Hipsley, widow, dated July 7, 1954 and recorded in Liber No. 260, folio 300 Allegany County Land Records.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrants generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that she will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor her heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Hundred & 00/100 - - - - (\$1500.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

[Signature]

[Signature]

KATHER M. TRAVIS

[SEAL]

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 10TH day of AUGUST

in the year nineteen Hundred and Fifty four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared

Eather M. Travis, widow,

the said mortgagors herein and she acknowledged the foregoing mortgage to be their act
 and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
 agent for the within named mortgagee and made oath in due form of law, that the consideration
 in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
 of law, that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
 Notary Public

Compared and Verified Subscribed
 To WCO W. Legge by
August 7 1954

FILED AND RECORDED AUGUST 10 " 1954 at 9:20 A.M.

This Mortgage. Made this 9TH day of AUGUST in the

year Nineteen Hundred and fifty four by and between

Luigi Paoletti and Josephine E. Paoletti, his wife,

of Allegany County, in the State of Maryland, parties of the first part, here
 inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
 corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
 land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Forty-five Hundred & 00/100 - - - - - (\$4500.00) - - - - Dollars,
 which said sum the mortgagors agree to repay in installments with interest thereon from
 the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Thirty-five & 59/100 - - - - - (\$35.59) - - - - Dollars
 on or before the first day of each and every month from the date hereof, until the whole of said
 principal sum and interest shall be paid, which interest shall be computed by the calendar month,
 and the said installment payment may be applied by the mortgagee in the following order: (1) to



the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the southeast side of Frederick Street, it being Lot No. 61 of Schlund's Addition to the City of Cumberland, Allegany County and State of Maryland and more particularly described as follows, to-wit:

Beginning for the same at a locust stake standing at the point of intersection of the division line between the Bopps whole property and the southeast side of Frederick Street and the Schlunds as shown on the plat of Bopps Addition which is recorded in Liber No. 1, folio 15 one of the Plat Records of Allegany County, Maryland, said locust stake also standing South 65 degrees 21 minutes West 532.5 feet from the intersection of the southeasterly side of Frederick Street and the southwesterly side of Edward Avenue, and running then with the southeast side of Frederick Street (True Bearings and Horizontal Measurements) North 65 degrees and 21 minutes East 142-5/10 feet to a locust stake, then leaving the said southeast side of Frederick Street at a right angle South 24 degrees and 39 minutes East 200 feet to a locust stake, then parallel with Frederick Street, South 65 degrees and 21 minutes West 38 feet to the said Bopp-Schlund division line, then with the said division line North 52 degrees and 15 minutes West 225-65/100 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Walter P. Schlund and Charles E. Schlund, Executors, dated the 30th day of July, 1953 and recorded among the Land Records of Allegany County, Maryland in Liber No. 252, folio 98, and also being the same property which was conveyed unto the parties of the first part by confirmatory deed of Walter P. Schlund et al, Executors, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Leuge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-five Hundred & 00/100 - - - (\$4500.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

Luigi Paoletti [SEAL]
Luigi Paoletti
Josephine K. Paoletti [SEAL]
Josephine K. Paoletti

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 9TH day of AUGUST
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Luigi Paoletti and Josephine K. Paoletti, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

Compared and Mailed & Delivered M.B.
To Second Nat'l Bank
Sept 9th 1954 City

FILED AND RECORDED AUGUST 10th 1954 at 3:00 P.M.

PURCHASE MONEY

This Mortgage, Made this 9th day of August
in the year Nineteen Hundred and Fifty-four, by and between

Cornelius J. Bageant, Jr. and Catherine M. Bageant, his wife,

of Allegany County, in the State of Maryland
part ies of the first part, and

Second National Bank of Cumberland, a national banking corporation with its principal place of business in Cumberland,

of Allegany County, in the State of Maryland

part Y of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of \$8700.00 with interest at the rate of 4-1/2% per annum computed monthly on unpaid balances, said indebtedness to be amortized over a 20 year period by the payment of at least \$55.05 per month, the first monthly payment being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment being first applied to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing thereon these presents are executed. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or \$100.00, whichever is less.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Cornelius J. Bageant, Jr. and Catherine M. Bageant, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Second National Bank of Cumberland, its successors,

and assigns, the following property, to-wit:

All that lot, piece or parcel of ground lying in the City of Cumberland, Allegany County, Maryland, being a part of Lot No. 11 of Section "C" in the Cumberland Improvement Company's Northern Addition to Cumberland, which is described as follows, to-wit:

Beginning at a point on the southerly side of Shriver Avenue, distant, North 68 degrees 45 minutes West 170 feet from the intersection of the southerly side of Shriver Avenue with the westerly side of Franklin Street (as laid out in said addition) and running then with Shriver Avenue, North 68 degrees 45 minutes West 30 feet, then at right angles to said avenue, South 21 degrees 15 minutes West 140 feet to a 20 foot alley, then with said alley, South 68 degrees 45 minutes East 30 feet to the end of the second line of a deed from the Real Estate and Building Company to A. M. Hixson dated February 6, 1923 and recorded among the Land Records of said Allegany County in Liber No. 143, folio 159, then with said second line reversed, North 21 degrees 15 minutes East 140 feet to the place of beginning, according to the plat of said addition recorded among the aforesaid Land Records in Liber No. 85, folio 339.

Being the same property which was conveyed unto the parties

of the first part by deed of Nellie E. Brooks Fisher and Walter F. Fisher, her husband, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Cornelius J. Bageant, Jr. & Catherine M. Bageant, his wife, ^{their} heirs, executors, administrators or assigns, do and shall pay to the said

Second National Bank of Cumberland, its successors

~~XXXXXXXXXXXXXXXXXXXX~~ or assigns, the aforesaid sum of

Eight-seven Hundred & 00/100 - - - (\$8700.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Cornelius J. Bageant, Jr. & Catherine M. Bageant, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Cornelius J. Bageant, Jr. and

Catherine M. Bageant, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Second National Bank of Cumberland, its successors

~~XXXXXXXXXXXXXXXXXXXX~~ and assigns, or Harry I. Stegmaler his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Cornelius J. Bageant, Jr. & Catherine M. Bageant, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said Cornelius J. Bageant, Jr. and Catherine M. Bageant, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least

Eighty-seven Hundred & 00/100 - - - (\$8700.00) - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee its successors ~~XXXX~~ or assigns, to the extent

of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest:

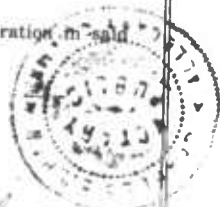
Cornelius J. Bagesant, Jr. [SEAL]
Cornelius J. Bagesant, Jr.
Catherine M. Bagesant [SEAL]
Catherine M. Bagesant

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 9th day of August
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Cornelius J. Bagesant, Jr. and Catherine M. Bagesant, his wife,
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared Joseph M.
Naughton, President of the Second National Bank of Cumberland
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Charles S. Shaw
Notary Public.



Compared and Mailed August 9, 1954
To Frostburg Nat'l Bank
Safe 29 10 32 Frostburg Md

FILED AND RECORDED AUGUST 10 1954 at 3:40 P.M.

This Mortgage, Made this 9th day of August
in the year Nineteen Hundred and fifty-four, by and between
JOHN S. PRICHARD and MARY ORR PRICHARD, his wife

of Allegany County, in the State of Maryland

Condition of the first part, and FROSTBURG NATIONAL BANK, a national bank,



corporation duly incorporated under the laws of the United States of America, with its principal office in

xx Frostburg, Allegany County, in the State of Maryland,

party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

FOUR THOUSAND- - - - -00/100 DOLLARS (\$4,000.00)

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part its successors ~~heirs~~ and assigns, the following property, to-wit:

ALL that lot or parcel of ground lying and being in Allegany County, Maryland, situated in the Town of Frostburg, on the southerly side of Union Street, and more particularly described as follows:

BEGINNING for the same at a point on the southwest side of Union Street North thirty-seven degrees twenty-seven minutes West forty-three feet from the corner of the coping at the end of the iron fence in front of Lutheran Church, and with said street, North thirty-seven degrees twenty-seven minutes West forty-two feet to the beginning of Methodist Church Lot, and with the fourth line thereof reversed and at right angles to said street, South fifty-two degrees thirty-three minutes West one hundred and sixty-five feet to Mechanic Street; thence with Mechanic Street South thirty-eight degrees twenty minutes East thirty-seven feet to the northwest corner of that lot which was conveyed by Louisa L. Lowndes to Marian Shaw, by deed dated May 31, 1887, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 63, folio 696; thence North fifty-two degrees thirty-three minutes East sixty-one feet; thence South thirty-eight degrees twenty minutes East five feet; thence North fifty-two degrees thirty-three minutes East one hundred seven and four-tenths feet to the place of beginning.

IT being the same property which was conveyed by Anna P. Prichard and her husband, to the parties of the first part herein by deed dated August 17, 1934, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 173, folio 16.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, ~~their~~ heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

~~xxxxxx~~ or assigns, the aforesaid sum of
FOUR THOUSAND- - - - -DOLLARS (\$4,000.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part shall hold and possess the aforesaid property, upon paying in the meantime, all taxes.

assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors ~~its successors and assigns~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least FOUR THOUSAND---00/100 - - (\$4,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~heirs~~ or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

David R. Willetts
DAVID R. WILLETTS

John S. Prichard [Seal]
JOHN S. PRICHARD

David R. Willetts
DAVID R. WILLETTS

Mary Orr Prichard [Seal]
MARY ORR PRICHARD

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 9th day of August in the year nineteen hundred and fifty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared:

JOHN S. PRICHARD and MARY ORR PRICHARD, his wife and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg, Cashier of the Frostburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this



WITNESS my hand and Notarial Seal the day and year aforesaid.

Ruth M. Todd
RUTH M. TODD
Notary Public

Compared and Mailed Delivered 7/10
To Frostburg Md. 1954
8/10/54 19 54 Frostburg

FILED AND RECORDED AUGUST 10th 1954 at 3:40 P.M.

This Mortgage, Made this 9th day of August
in the year Nineteen Hundred and fifty-four, by and between

ELMER D. WARD and JULIA E. WARD, his wife,

of Allegheny County, in the State of Maryland,
parties of the first part, and **FROSTBURG NATIONAL BANK**, a national banking
corporation duly incorporated under the laws of the United States of America,
with its principal office in

~~xx~~ Frostburg, Allegheny County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said
party of the second part, its successors and assigns, in the full sum of

SIX THOUSAND - - - - - 00/100 DOLLARS (\$6,000.00)

payable one year after date of these presents, together with interest thereon at
the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the
joint and several promissory note of the parties of the first part payable to the
order of the party of the second part, of even date and tenor herewith, which said
indebtedness, together with interest as aforesaid, the said parties of the first
part hereby covenant to pay to the said party of the second part, its successors
and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of
Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with
amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, including any future advances, the said parties of the first
part do give, grant, bargain and sell, convey, release and confirm unto the said party
of the second part, its successors and assigns, the following property, to-wit:



ALL that lot, piece or parcel of ground lying and being in Frostburg, Allegany County, Maryland, and known as part of Lot No. 6 of Block No. 6 of Beall's First Addition to Frostburg, which was conveyed by William F. Sullivan et ux to Elmer D. Ward et ux by deed dated September 15, 1951, and recorded in Deeds Liber 235, folio 267 among the Land Records of Allegany County, Maryland, reference to which deed is hereby specifically made for a more particular description of said property.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors ~~xxxxxx~~ or assigns, the aforesaid sum of

SIX THOUSAND - - - - -00/100 DOLLARS (\$6,000.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors, ~~xxxxxx~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand and 00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~xxxxxx~~ or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness: (as to Both)

Arthur M. Todd

Elmer D. Ward
ELMER D. WARD [Seal]

Julia E. Ward
JULIA E. WARD [Seal]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 4th day of August
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared

Elmer D. Ward and Julia E. Ward, his wife,

and they acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg,
Cashier of the Frostburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and further made oath that he is the
cashier of said Bank and duly authorized by it to make this affidavit.



WITNES my hand and Notarial Seal the day and year aforesaid.

Arthur M. Todd
Notary Public

Compared and Mailed Unrecorded *Mrs.*
To *Mrs. G. C. Sipe* 9 19 54

FILED AND RECORDED AUGUST 10th 1954 at 2:40 P.M.

This Mortgage, Made this 10th day of

August in the year nineteen hundred and fifty-four, by and between

Paul R. Martin, widower,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under



the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Paul R. Martin, widower,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Forty-Nine Hundred (\$4900.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said Indebtedness at the maturity thereof, together with the interest thereon, the said

Paul R. Martin, widower,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that real estate, being Lot No. 18 and Lot No. 19 and part of Lot No. 20 of Avirett Place, a sub-division of the Rose Hill estate, in the City of Cumberland, Allegany County, State of Maryland, and particularly described as a whole as follows:

BEGINNING for the same at the intersection formed by the Easterly side of West Terrace with the Northerly side of Dunbar Drive and running thence with the Northerly side of Dunbar Drive, South 83 degrees 15 minutes East 70.4 feet; thence with the line parallel to Allegany Street, North 7 degrees 25 minutes East 75 feet to the Southerly side of a 10-foot alley; thence with the Southerly side of said Alley, it being parallel to Dunbar Drive, North 83 degrees 15 minutes West 70.4 feet to the Easterly side of aforesaid West Terrace, and thence with the Easterly side thereof, South 7 degrees 25 minutes West 75 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagor by the following deeds; deed from W. Carl Richards, Trustee, dated February 27, 1946, and recorded in Liber 207, folio 360; deed from Muriel Smythe Walton, dated November 3, 1945, and recorded in Liber 207, folio 362, and deed from Charles Alfred Walton, dated November 20, 1945, and recorded in Liber 207, folio 363, among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Forty-Nine Hundred (\$4900.00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, pro-

vided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Forty-Nine Hundred (\$4900.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS: the hand and seal of said mortgagor.

ATTEST:

Paul R. Martin (SEAL)
Paul R. Martin

James M. Loring (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 13th day of August in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Paul R. Martin, Widower,

and he acknowledged, the foregoing mortgage to be his act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

did further, in like manner, make oath that he is the President, and agent or attorney for said

corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

Notary Public

FILED AND RECORDED AUGUST 10th 1954 at 2:15 P.M.

This Mortgage,

Made this 10th day of August, in the year nineteen hundred and Fifty-four, by and between

Charles Sloan Saville and Dorothy May Saville, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee, Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full and just sum of Four Thousand Two Hundred Fifty (\$4,250.00) Dollars, for which they have given their promissory note of even date herewith, payable on or before one year after date with interest at the rate of 6% per annum, in monthly payments on the principal and interest of not less than Fifty (\$50.00) Dollars.

And whereas, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit:

First: All that lot or parcel of ground lying and being situated on the West side of the Bedford Road and about 2½ miles Northeasterly from the City of Cumberland, in Election District No. 5 of Allegany County, State of Maryland, containing 2.554 acres, more or less, which is described and conveyed in the deed >

...Saville and Dorothy M. Saville, his wife, dated ...
...
...

Section: All that lot or parcel of land lying and being situated ...
...
...in Section District No. 4 of Allegany County, State of Maryland,
...acres, more or less, that is hereby conveyed in the deed
...
...Saville et al dated February
...
...
...

...
...
...described in the deed from Charles Sloan
...
...
...
...

Reference to all the deeds hereinafore mentioned is hereby

made to the particular description of the property herein conveyed.

To have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever

Provided, that if the said Mortgagor, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of ... dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagor may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagor hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagor shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of

said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors

Attest:

William C. Dudley

Charles Sloan Saville (SEAL)
Dorothy May Saville (SEAL)

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 10th day of August, in the year nineteen hundred and Fifty four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Charles Sloan Saville and Dorothy May Saville, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.

William C. Dudley
 Notary Public

Compared and Mailed Delivered *MB*
To *Mtgar Keyser & Co*
Sept 9 1954

USER 306 PAGE 262

FILED AND RECORDED AUGUST 11 1954 at 8:30 A.M.

This Mortgage. Made this Fifth day of August
in the year Nineteen Hundred and Fifty four, by and between

Walter L. Riddleman and Dorothy L. Riddleman, his wife,

of Allegany County, in the State of West Virginia

parties of the first part, and First National Bank of Wayne,
West Virginia, a corporation,

of Allegany County, in the State of West Virginia

party of the second part, WITNESSETH:

Whereas, the said Walter L. Riddleman and Dorothy L. Riddleman, his wife, are indebted to the First National Bank of Wayne, West Virginia, a corporation, in the amount of FOUR THOUSAND DOLLARS (\$4,000.00), which indebtedness is evidenced by a promissory note to said bank dated August 1, 1954, in the amount of FOUR THOUSAND DOLLARS (\$4,000.00), with interest thereon at the rate of six percent (6%) per annum, and the said Walter L. Riddleman and Dorothy L. Riddleman, his wife, are the parties to said promissory note, and the said First National Bank of Wayne, West Virginia, a corporation, is the holder of said promissory note, and until default by the said Walter L. Riddleman and Dorothy L. Riddleman, his wife, in the payment of said promissory note, the said bank is entitled to collect said promissory note at the rate of six percent (6%) per annum, and until default by the said Walter L. Riddleman and Dorothy L. Riddleman, his wife, in the payment of said promissory note, the said bank is entitled to collect said promissory note at the rate of six percent (6%) per annum, and until default by the said Walter L. Riddleman and Dorothy L. Riddleman, his wife, in the payment of said promissory note, the said bank is entitled to collect said promissory note at the rate of six percent (6%) per annum.

X

X

X

X

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Walter L. Riddleman and Dorothy L. Riddleman, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said First National Bank of Wayne, West Virginia, a corporation, its

heirs and assigns, the following property, to-wit:

All of that certain lot or parcel of ground situated in the village of McCoolle, Allegany County, Maryland, and known and numbered on the plat of said village which appears among the Land Records of Allegany County, Maryland, in Deed Book 65, at page 322, as Lot No. 31 thereof, being approximately fifty (50) feet by one hundred fifty feet (150), situated at the corner of Davis Street and Maryland Avenue in McCoolle, bounded on the East by Davis Street, on the West by Lot



150
55

No. 32 as shown on the aforesaid plat, on the North by Maryland Avenue, and on the South by Piedmont Alley, being the same lot or parcel of ground which was conveyed to Walter M. Riggleman and Dorothy L. Riggleman as Tenants by the Entireties from Arthur H. Stanley, sin. 16, by Deed bearing date the 24th day of October, 1946, and recorded upon the Land Records of Allegheny County Maryland, in Deed Book No. 212, at page 66.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Walter M. Riggleman and Dorothy L. Riggleman, their heirs, executors, administrators or assigns, do and shall pay to the said Farmers and Merchants Bank of Keyser, W. Va. a corporation, its executor, administrator or assigns, the aforesaid sum of Four Thousand Eight Hundred Dollars (\$4,800.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Walter M. Riggleman and Dorothy L. Riggleman, his wife,
may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Walter M. Riggleman and Dorothy L. Riggleman, his wife,
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its

heirs, executors, administrators and assigns, or Joseph A. Elundon, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Walter M. Riggleman and Dorothy L. Riggleman, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor its representatives, heirs or assigns.

And the said Walter M. Riggleman and Dorothy L. Riggleman

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its

the payments on the hereby mortgaged land to the amount of at least 2

Six Thousand Five Hundred (\$6,500.00) Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagee, its heirs or assigns, to the extent
of its ~~their~~ lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

G. J. Macbeth
G. J. Macbeth

Walter M. Riggelman (SEAL)
Dorothy L. Riggelman (SEAL)
Walter M. Riggelman
Dorothy L. Riggelman

West Virginia
State of Maryland
Allegany County, to-wit:

I hereby certify, That on this 10 day of August
in the year nineteen Hundred and Fifty *four*, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Walter M. Riggelman and Dorothy L. Riggelman, his wife,
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared Floyd S. Moor,
Cashier for the Farmers and Merchants Bank of Keyser, W. Va., a
corporation,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Spencer Belle Kempf
Notary Public

FILED AND RECORDED AUGUST 11" 1954 at 8:30 A.M.

DEED OF RELEASE

THIS DEED OF RELEASE, Made this 10 day of August, 1954, by and between Fred Hamill of the City of Keyser, Mineral County, West Virginia, Party of the first part, Grantor, and Walter M. Rigglesman and Dorothy L. Rigglesman, his wife, Parties of the second part, Grantees, WITNESSETH:

That whereas the Grantees aforesaid were indebted to the said Fred Hamill in the amount of \$4,200.00, which indebtedness is evidenced by a certain no official promissory note dated May 17, 1954, with interest at 6% per annum, wherein the said Grantees are the makers and the said Fred Hamill is the payee, which indebtedness and note is secured by a mortgage of certain real estate situated in the Village of McCoolle, Allegany County, Maryland, being Lot No. 31 situated at the Corner of Davis Street and Maryland Avenue in said village of McCoolle, which mortgage is recorded among the Land Records of Allegany County in Mortgage Volume 304, at page 488,

And whereas all of the principal, interest and other charges connected with the said indebtedness and note have been fully paid and satisfied,

NOW, THEREFORE, the said Fred Hamill doth hereby grant, release, and confirm unto the said Grantees the real estate above described, free and clear of the lien of said mortgage which shall henceforth be of no effect,

TO HAVE AND TO HOLD the same unto the said Walter M. Rigglesman and Dorothy L. Rigglesman, his wife, their heirs and assigns in fee simple forever.

IN WITNESS WHEREOF the said Fred Hamill has affixed his signature and seal this the 10 day of August, 1954.

A. L. Matlick
Witness

Fred Hamill
FRED HAMILL

JOSEPH A. BLUNDON
ATTORNEY AT LAW

STATE OF WEST VIRGINIA,
COUNTY OF MINERAL, TO-WIT:

I, Spang Bill Kempf, a Notary Public in and for the said County and State aforesaid, do hereby certify that Fred Hamill, whose name is signed to the foregoing Deed of Release has this day acknowledged his signature to be the same before me in my said County.

My commission expires Dec. 9, 1963.

Given under my hand this 10 day of August



Spacy Belle Kempf
NOTARY PUBLIC

Filed and Recorded August 11, 1954 at 10:00 A.M.
Mortgage Book 306, Page 266
1954

FILED AND RECORDED AUGUST 11" 1954 at 10:00 A.M.

PURCHASE MONEY

This Mortgage, Made this 10th. day of August in the year
Nineteen Hundred and Fifty-four by and between

WALTER J. RISSLER and GERTRUDE A. RISSLER, his wife

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of Ten Thousand and Five Hundred - - - - - 00/00 Dollars (\$10,500.00) with interest at the rate of four & 1/4 per centum (4 1/4%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

Fifty-eight - - - - - 37/00 Dollars,

(\$ 58.37) commencing on the 1st. day of October, 1954, and on the 1st. day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 10th. day of August, 1979. ~~xxx~~ Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Walter J. Rissler and Gertrude A. Rissler, his wife,

do hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL the surface of that piece or parcel of ground situated in Election District No. 11, and lying and being on the Easterly side of Centennial Street in the town of Frostburg, Allegany County, Maryland, and known as the whole of Lots Numbers One (1) and Two (2) of The Consolidation Coal Company's Amendment to the Plat of The Frostburg Coal Company's Third Addition to the Town of Frostburg, which said amended plat is filed in Plat Case No. 124 among the Plat Records of Allegany County, Maryland; and which lots herein intended to be conveyed are particularly described as a whole, according to recent resurvey as follows:

BEGINNING for the same at the end of the first line of Lot No. 3 as laid out upon the aforesaid amended plat, said point being also on the Easterly side of Centennial Street and the beginning of Lot No. 3, and running thence with Centennial Street and the combined frontage of Lots 1 and 2, North 30 degrees 06 minutes West 106.75 feet to a stake, thence North 15 degrees 56 minutes East 54.34 feet to the division line between the herein described property and the lands of the Borden Union Company (distance situated as to its course shown on survey), thence with

said division line, South 66 degrees 50 minutes East 162.93 feet to a stake (distance adjusted), South 53 degrees 29 minutes East 15.14 feet to a stake standing at the end of the second line of the aforesaid Lot No. 3, and with said line reversed, South 59 degrees 54 minutes West 142.57 feet to the beginning.

BEING the same property which was conveyed to Jesse C. Fuller et al, by deed from the said Walter J. Riseler et ux, dated March 10, 1954 and recorded in Liber No. 259, folio 205 among the Land Records of Allegany County, Maryland.

BEING ALSO the same property which was conveyed to the said Walter J. Riseler and Gertrude A. Riseler, his wife, by deed of even date herewith from the said Jesse C. Fuller and Ethel P. Fuller, his wife, and William H. Fuller and Thelma C. Fuller, his wife, which is intended to be recorded among said Land Records of Allegany County Maryland, simultaneously with this Mortgage, which is executed to secure a part of the purchase price of the above described property and is, in whole, A PURCHASE MONEY MORTGAGE.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

Ten Thousand and five hundred - - - - - (\$ 10,500.00) Dollars
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately

mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Ralph M. Race
Ralph M. Race

Ralph M. Race
Ralph M. Race

Walter J. Rissler
WALTER J. RISSLER

(SEAL)

Gertrude A. Rissler
GERTRUDE A. RISSLER

(SEAL)

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 10th. day of August in the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

WALTER J. RISSLER and GERTRUDE A. RISSLER, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared ~~James H. Brelling~~ *G. Alvin Brelling* Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said ~~James H. Brelling~~ *G. Alvin Brelling* did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.



Ralph M. Race
Ralph M. Race,

Notary Public

Filed and Mailed August 11 1954
46 Coleridge Ave
1954
Frostburg

FILED AND RECORDED AUGUST 11" 1954 at 10:10 A.M.

This Mortgage, Made this 10th day of August
in the year Nineteen Hundred and Fifty Four, by and between

WILLIAM BURKETT and BERTHA BURKETT, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and

BERNARD C. PRESTON and IRENE M. PRESTON, his wife,

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, The parties of the first part are justly and bona fide indebted unto the parties of the second part in the full and just sum of Four Thousand Five Hundred Dollars, (\$4,500.00), which said sum the parties of the first part promise to pay unto the parties of the second part at the rate of Fifty Dollars, (\$50.00), a month, with interest thereon at the rate of Six Per Cent (6%) Per Annum, adjusted semi-annually. The monthly payments to include the interest.

The sum hereby secured being in part purchase money for the hereinafter described property, and is, therefore, a Purchase Money Mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said
parties of the first part

do
give, grant, bargain and sell, convey, release and confirm unto the said
parties of the second part, their

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground situate and lying in or near the Village of Mount Savage, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at an iron stake driven in the ground near the crossing of the County Road and The Union Mining Company's Tram Road to the fire clay mine, marked on plat "Beginning", running North 36 degrees 15 minutes East 105 feet to a stake; thence North 25 degrees East 150 feet to a stake; thence South 71 degrees East 210 feet to a stake; thence South 4 degrees West 465 feet to a stake; thence South 86 degrees 30 minutes West 325 feet to a stake; thence North 5 degrees East 150 feet to a stake, then North 18 degrees 15 minutes East 200 feet to the place of beginning; containing three and seventy one hundredths (3-70/100) acres, more or less.

It being the said property which was conveyed unto the said William Burkett and Bertha Burkett, his wife, by Ruth A. Robison, Widow, by deed dated the ____ day of August, 1954, and duly recorded among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part,

their heirs, executors, administrators or assigns, do and shall pay to the said

parties of the second part, their heirs,

executors, administrators or assigns, the aforesaid sum of

----Four Thousand Five Hundred Dollars, (\$4,500.00),-----

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Edward J. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagees or their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least

----Four Thousand Five Hundred Dollars, (\$4,500.00),-----
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of

of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance

and collect the proceeds thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest:

Edw. H. Egan

William Burkett [SEAL]
WILLIAM BURKETT

[SEAL]

Bertha Burkett [SEAL]
BERTHA BURKETT

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 10th day of August

in the year nineteen Hundred and Fifty Four, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

William Burkett and Bertha Burkett, his wife,

and each acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared

Bernard C. Preston and Irene M. Preston, his wife,

the within named mortgagees, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Edw. H. Egan

Notary Public



FILED AND RECORDED AUGUST 11th 1954 at 2:15 P.M.

PURCHASE MONEY

This Mortgage, Made this 10th day of August, _____ in the
year Nineteen Hundred and fifty four by and between _____

Freddie D. Luzader and Lelia I. Luzader, his wife,

_____ of Allegany County, in the State of Maryland, part 122 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

Geo. H. Egan

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand Four Hundred (\$3400.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Twenty Seven and 79/100 (\$27.79) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that certain tract or parcel of land lying near the Twenty First Bridge in Election District No. 31, in Allegany County, Maryland, and described by metes and bounds as follows, to wit:

Beginning at an iron stake in the north boundary line of the road leading from the McMullen Highway (U. S. Route No. 220) to the Village of Twenty First Bridge, located South 28 degrees West 28.3 feet from a large pointer marked hickory tree, east corner of a tract of 6.77 acres conveyed to Clarence Clark by Harvey Gordon and wife, and running then with a portion of the fifth line thereof reversed (bearings M. B. 1948) North 24 degrees 25 minutes East 300 feet to a post in a new wire fence, then making new division lines by continued vernier readings South 65 degrees 15 minutes East 150 feet to an iron stake, then South 24 degrees 45 minutes West 305.68 feet to an iron stake in the road boundary first above mentioned, and then with same North 63 degrees 5 minutes West 150.1 feet to the place of beginning, containing 1.04 acres by calculation.

Being the same property which was conveyed unto the parties of the first part by deed of Harold E. Stewart et ux of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor or their heirs, executors, administrators or assigns do and shall pay to the said mortgagee, its successors

or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lezge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

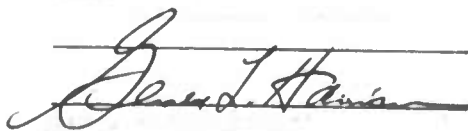
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Four Hundred (\$3400.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or failing due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalments, as herein provided, shall have continued for thirty days after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:



Freddie D. Luzaver [SEAL]
FREDDIE D. LUZAVAR

Lelia T. Luzaver [SEAL]
LELIA T. LUZAVAR

[SEAL]

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 10TH day of August,
in the year nineteen Hundred and Fifty FOUR, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Freddie D. Luzader and Lella I Luzader, his wife,

the said mortgagors herein and ~~they~~ acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

Compared and Mailed Entered in
To *Mtgees Echbert Ind*
Rel 9 1954

FILED AND RECORDED AUGUST 11" 1954 at 3:10 P.M.

This Mortgage! On Real and Personal Property
Made this 11th day of August,
in the year Nineteen Hundred and Fifty-four, by and between

CARL J. BLANK, JR., and ANNA MARY BLANK, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and T. JOSEPH CONDRY and PEARL F. CONDRY,
his wife,

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the parties of the first part are justly indebted unto the parties
of the second part in the full and just sum of \$5,000.00 this day loaned the



parties of the first part by the parties of the second part, the receipt whereof is hereby acknowledged, which said sum shall be repaid by the parties of the first part to the parties of the second part, together with interest thereon at the rate of 6% per annum in monthly installments of \$40.00 each which installments include both principle and interest, which interest shall be calculated and credited semi-annually. The first of said installments shall become due on January 15, 1955, and shall continue monthly thereafter until the full amount of said principle and interest is paid. It is further understood and agreed that interest shall be paid monthly on this indebtedness on September 15, October 15, November 15, and December 15, 1954. The parties of the first part shall have the right to increase the aforementioned monthly payments or pay this mortgage off at any time.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 63 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part their heirs and assigns, the following property, to-wit:

FIRST PARCEL: All that lot or parcel of ground situated on the Northeast side of the roadway running along the southwest boundary of the whole lot as conveyed by William H. Michaels, widower, to Clara H. Lavin, et vir, by deed dated April 26th, 1941, and recorded in Liber No. 190, folio 525, one of the Land Records of Allegany County, and being a part of the lot described as "Second" in said deed, the part hereby conveyed being described as follows:

BEGINNING for the same at an iron stake standing on the northeast side of the said roadway, said stake also stands South 20 degrees and no minutes West 215-3/10 feet from the most northeasterly corner of the Clara H. Lavin dwelling situated on the said whole property, and running thence, magnetic bearings as of May, 1952, and with horizontal distances. North 20 degrees and no minutes East 95-7/10 feet to an iron stake standing South 20 degrees and no minutes West 119-6/10 feet from the said northeasterly corner of the Clara H. Lavin dwelling, thence at right angles to the last named property line, North 70 degrees and no minutes west 63-95/100 feet to an iron stake, thence at right angles to the last named line South 20 degrees and no minutes West 87-5/10 feet to an iron stake standing on the said northeast side of the roadway, thence with said northeast side of said roadway, South 62 degrees and 41 minutes East 64-6/10 feet to the beginning, containing 13/100 of an acre more or less.

IT being the same property which was conveyed by Clara H. Lavin et vir to Carl J. Blank et ux by deed dated July 17, 1954, and recorded in Deeds Liber 260, folio 223, among the Land Records of Allegany County, Maryland.

SECOND PARCEL: One Plymouth two-door used sedan, 1952 model, serial No. E 724550, of the State of Maryland Department of Motor Vehicles.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part their executor, administrator or assigns, the aforesaid sum of **FIVE THOUSAND DOLLARS** \$5,000.00-----

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest

thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part ies of the second part their heirs, executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part ies of the first part their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s their representatives, heirs or assigns.

And the said part ies of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee s or their assigns, the improvements on the hereby mortgaged land to the amount of at least FIVE THOUSAND Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s or the mortgagee s may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seal s of said mortgagor s

Witness:

M. T. Carson
M. T. Carson

Carl J. Blank Jr. [Seal]
CARL J. BLANK, JR.

Anna Mary Blank [Seal]
ANNA MARY BLANK

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this 11th day of August in the year nineteen hundred and Fifty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared **CARL J. BLANK, JR., and ANNA MARY BLANK, his wife,** and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared **T. JOSEPH CONDRY and PEARL F. CONDRY, his wife,** the within named mortgagee s and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



Witness my hand and Notarial Seal the day and year aforesaid.

Wm. Fred Q. Bigler
Notary Public

Compared and Mailed Indorsement
 to Mortgagee
 1954

FILED AND RECORDED AUGUST 11 1954 at 3:10 P.M.

This Mortgage. Made this 11 day of July August, 1954,
 by and between ANTHONY LaPORTA and BEATRICE LaPORTA, his wife



of Allegany County, Maryland, parties of the first part, hereir,
 after called the "Mortgagor," and EQUITABLE SAVINGS AND LOAN SOCIETY OF FROSTBURG,
 MARYLAND, a corporation duly organized and existing under and by virtue of the laws of the State of
 Maryland, party of the second part, hereinafter called the "Mortgagee."

Whereas, the Mortgagor, being a member of said Society, has received therefrom a loan
 of TWO THOUSAND TWENTY and 00/100-----DOLLARS (\$2,020.00)
 being the balance of the purchase money for the property hereinafter described
 on his FIFTEEN AND SEVEN-THIRTEENTHS-----15-7/13) SHARES
 of its stock.

And Whereas, the Mortgagor has agreed to repay the said sum so advanced in installments,
 with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner
 following:

By the payment of -----NINETEEN and 72/100-----
 DOLLARS (\$ 19.72), on or before the eleventh

day of each and every month from the date hereof, until the whole of said principal sum and interest
 shall be paid, which interest shall be computed by the calendar month, and the said installment pay-
 ments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to
 the payment of all outstanding taxes, assessments or other public charges of every nature and des-
 cription, fire and extended coverage insurance premiums, and other charges affecting the hereinafter
 described premises, or to the payment of all sums advanced for the same, together with interest as
 hereinafter provided; and (3) to the payment of the aforesaid principal sum.

And Whereas, it was a condition precedent to said loan that the repayment thereof,
 together with the interest, advances and charges aforesaid, and the performance of the covenants and
 conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

Now Therefore, THIS MORTGAGE WITNESSETH, that in consideration of the premises,
 and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the
 Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the
 Mortgagee, its successors and assigns, the following property, to wit:

ALL that lot, piece or parcel of ground lying and being in Allegany
 County, Maryland, situated in Beall's First Addition to the Town of Frost-
 burg, on Charles Street, and being a part of all that lot or parcel of
 ground which was conveyed to Ulysses Hanna by Walter W. Wittig and wife by
 deed dated October 14, 1920, and recorded among the Land Records of Alle-
 gany County, Maryland, in Liber No. 134, folio 571, said part hereby intend-
 ed to be conveyed being more particularly described as follows:

BEGINNING for the same at a point on Charles Street, North forty degrees
 West twenty-five feet from the place of beginning of the whole lot of which
 this is a part, and running thence with part of the fourth line of said whole
 lot reversed, North forty degrees West twenty-five feet to the beginning
 of said fourth line; thence with the third line of said whole lot reversed,
 North fifty-degrees East sixty-three and one-half feet; thence with part
 of the second line of said whole lot reversed, South forty degrees East
 twenty-five feet; thence running across said whole lot by a line parallel
 to the first line thereof, South fifty degrees West sixty-three and one-

half feet to the place of beginning.

IT being the same property which was conveyed by Ethlyn H. Hanna to Anthony LaPorta et ux, by deed dated October 25, 1948, and recorded in Deeds Liber No. 223, folio 52, among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To have and to hold the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

Provided, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

And the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of

DOLLARS

(\$) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

And the Mortgagor does further covenant and agree:

- (a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.
- (b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.
- (c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.
- (d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

(c) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

And it is Agreed that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

And in case of any default being made in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the *Equitable Savings and Loan Society of Frostburg, Maryland*, its successors and assigns, or W. Earle Tobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which said sale shall be made in the manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns, or to whomsoever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whoever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness, the signature and seal of the part of the first part on the day and year above written.

WITNESS as to all:

Fred W. Boettner

Anthony LaPorta
ANTHONY LaPORTA

Beatrice LaPorta (SEAL)
BEATRICE LaPORTA

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 11th day of August, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ANTHONY LaPORTA and BEATRICE LaPORTA, his wife-----

the Mortgagor herein, and acknowledged the foregoing instrument of writing to be their respective

act and deed; and at the same time and place before me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as herein set forth, and further made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such affidavit.

Witness my hand and Notarial Seal.

Anna Jean LaPorta
Notary Public

FILED AND RECORDED AUGUST 12th 1944 at 12:20 P.M.

Purchase Money

This Mortgage. Made this 11th day of AUGUST in the
year Nineteen Hundred and fifty - four by and between

Richard L. Blake and Ross A. Blake, his wife

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Twelve Thousand, one hundred and thirty & 57/100 - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Seventy-six & 75/100 - - - - - (\$76.75) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situate on Montgomery Avenue in the Cumberland Heights Addition in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 46 of Block No. 16 on the plat of the said addition recorded in Liber No. 1, folio 45 and more particularly described as follows, to-wit:

Beginning on the easterly side of Montgomery Avenue at the end of the first line of Lot No. 45 of Block No. 16, said point being distant, South 7 degrees 42 minutes West 70 feet from the intersection of the easterly side of Montgomery Avenue and the southerly side of a 20 foot alley connecting Louisiana Avenue with Montgomery Avenue; and running then with the easterly side of Montgomery Avenue, South 7 degrees 42 minutes West 35 feet; then at right angles to said avenue, South 82 degrees 18 minutes East 130 feet to a 20 foot alley; then with it, North 7 degrees 42 minutes East 35 feet to the end of the second line of Lot No. 45; and with it reversed, North 82 degrees 18 minutes West 130 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Clyde S. Slider and Catherine E. Slider, his wife, of even

date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1915 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on other part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Thousand, One Hundred, Thirty & 57/100 Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all law-

dencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

George L. Hanes

Richard L. Blake [SEAL]
Richard L. Blake
Rose A. Blake [SEAL]
Rose A. Blake

State of Maryland,

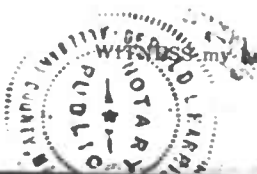
Allegany County, to-wit:

I hereby certify, That on this 11 TH day of AUGUST

in the year nineteen Hundred and Fifty - FOUR, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Richard L. Blake and Rose A. Blake, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.

George L. Hanes
Notary Public.

Filed and Mailed Delivered 8/13
File & Mailed
1954FILED AND RECORDED AUGUST 12TH 1954 at 12:20 P.M.

PURCHASE MONEY

This Mortgage. Made this 9TH day of AUGUST in the
year Nineteen Hundred and fifty-four by and between
John J. Cerney and Mary A. Cerney, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fifty-eight Hundred Fifty & 00/100 - - - (\$5850.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-seven & 03/100 - - - (\$37.03) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground lying and being on the westerly side of Lee Street in the City of Cumberland, Allegany County, Maryland, known and designated as part of Lot No. 106 of the original town lots of Cumberland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same at a point on the westerly side of Lee Street at its intersection with a line drawn through the center of the division wall between brick houses Nos. 216 and 218 Lee Street, said beginning point being distant 112.2 feet measured in a northerly direction along the westerly side of said Lee Street from the northerly side of Beall Street, and running then with the westerly side of Lee Street North 7 degrees 40 minutes East 18.8 feet, then by a line parallel with Beall Street North 82 degrees 40 minutes West 75.5 feet, more or less, to the end of the second line of the deed from W. Royce Hodges et al, to Robert V. Chisholm and Lois F. Chisholm, his wife, dated March 10, 1947 and recorded in Liber No. 214, folio 49 Allegany County Land Records and running then with a part of the said second line of said Chisholm deed reversed South 6 degrees 30 minutes West 18.5 feet to intersect a line drawn through the center of

the aforesaid division wall, then reversing said intersecting line and with the center line of said division wall and the same extended South 82 degrees 20 minutes East 75.5 feet, more or less, to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Frederick L. Yeager and Leona P. Yeager, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of Fifty-eight Hundred Fifty & 00/100 - - (\$5850.00) - - Dollars

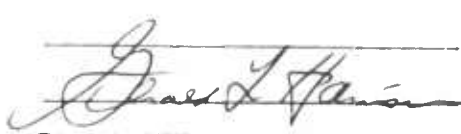
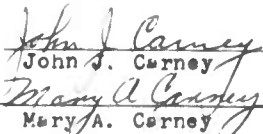
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental taxes that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

  [SEAL]
John J. Carney
Mary A. Carney [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 9th day of AUGUST


in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

John J. Carney and Mary A. Carney, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.


Notary Public.

Compared and Mailed Delivered 200
Morgan Frostburg, Md
July 9. 19 54

LIBER 306 PAGE 286

FILED AND RECORDED AUGUST 12th 1954 at 10:15 A.M.

This Mortgage.

Made this 9th day of August in the year
Nineteen Hundred and Fifty-four by and between

ALONZO E. HOWSARE and GLADYS SKIDMORE HOWSARE, his wife,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of ONE THOUSAND FIVE HUNDRED AND NO/100 ----- Dollars (\$ 1,500.00) with interest at the rate of six per centum (6 %) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

TWENTY-FIVE AND 00/100 ----- Dollars, (\$ 25.00) commencing on the 9th day of SEPTEMBER, 1954 and on the 9th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 9th day of AUGUST, 1960. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part -----

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL the surface of all that tract or parcel of land lying and being in Election District No. 30, of Allegany County, Maryland, situate in the Village of Borden Mines about one mile Northerly of the Town of Frostburg and on the Northerly side of the Borden Road and being more particularly described as follows:

BEGINNING at a stake standing in a fence line, which stake bears North 63 degrees 17 minutes West 680.68 feet from Stone #187, a common corner between lands of the Borden Mining Company and lands formerly owned by the Consolidation Coal Company; thence, leaving the said Borden Road and passing Northerly of, and about six feet from a community wall, North 76 degrees 9 minutes East 37.86 feet to a stake standing in a wire fence line; thence generally with this said wire fence line, North 14 degrees 58 minutes East 85.09 feet to a stake standing in this said fence line, and Westerly of an unimproved lane traversing lands of the Borden Mining Company; thence, still with said fence line, generally, and still Westerly of the said lane, North 9 degrees 25 minutes West 86.38 feet to a stake standing on the Southerly edge of a second lane; thence, with the said Southerly edge of this second lane and still with

the aforementioned wire fence line, South 88 degrees 40 minutes West 104.15 feet to a stake standing near a fence corner; thence, leaving the edge of the said second lane and generally with a wire fence line, South 9 degrees 52 minutes West 156.15 feet to a stake near the Northernly edge of the Borden Road; thence South 76 degrees 50 minutes East 88.6 feet to the beginning, Containing .48 acre, more or less.

BEING the same property which was conveyed to Hazel M. Wilson by deed from the Borden Mining Company, dated February 27, 1954 and recorded in Liber No. 257, folio 9, one of the Land Records of Allegany County, Maryland.

BEING ALSO the same property which was conveyed to the said Alonzo E. Howsare and Gladys Skidmore Howsare, his wife, by deed from the said Hazel M. Wilson, widow, of even date herewith, which is intended to be recorded among said Land Records simultaneously with this Mortgage, which is executed to secure a part of the purchase price of the above described property and is, in whole, a PURCHASE MONEY MORTGAGE.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

ONE THOUSAND FIVE HUNDRED AND NO/100 - - - - - (\$ 1,500.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty

days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Rachel Knieriem *Alonso E. Howsare* (SEAL)
RACHEL KNIERIEM ALONZO E. HOWSARE
Rachel Knieriem *Gladys Skidmore Howsare* (SEAL)
RACHEL KNIERIEM GLADYS SKIDMORE HOWSARE

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 9th day of August in the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

ALONZO E. HOWSARE and GLADYS SKIDMORE HOWSARE, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared G. Alvin Kreiling Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said G. Alvin Kreiling did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.



Rachel Knieriem
RACHEL KNIERIEM Notary Public

Prepared and Mailed Baltimore Md.
to Baltimore City
File 9. 19 54

FILED AND RECORDED AUGUST 12 1954 at 1:40 p.m.

THIS MORTGAGE, Made this 10th day of August, 1954, by and between ROBERT J. DICKEL and CHARLOTTE L. DICKEL, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Two Thousand Seven Hundred (\$2,700.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of not less than Twenty Two Dollars and Seventy Nine Cents (\$22.79) beginning on the 10th day of September, 1954, and a like and equal sum of not less than Twenty Two Dollars and Seventy Nine Cents (\$22.79) on the said 10th day of each and every month thereafter. Said monthly payments to be applied first to interest and the balance to unpaid principal debt, the entire unpaid principal, together with interest due thereon, to become due and payable ten years from date of this mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

ALL that lot or parcel of ground being part of lot known as Lot "F" in a subdivision of original Lots Nos. 3 and 4, Cresap Park Addition, situated near Cresaptown, Allegany County, Maryland, and of which said Cresap Park Addition and for the subdivision of

original Lots Nos. 3 and 4 being filed among the Land Records of Allegany County, Maryland, said part of Lot "F" hereby conveyed being described as follows:

BEGINNING on the Northerly side of a ten foot alley, at a point one hundred feet from the end of the first line of lot "F" as conveyed by Caleb J. White to Edison S. Bowman and Olive M. Bowman, his wife, by deed dated September 3, 1929, and recorded among the Land Records of Allegany County aforesaid, in Liber No. 161, folio 427, and on the second line thereof, and running thence South sixty-one degrees thirty minutes West one hundred feet to the end of the third line of original Lot No. 3 of Cresap Park Addition, thence with part of the fourth line thereof, North thirty-one degrees West forty feet, thence North sixty-one degrees thirty minutes East one hundred feet, thence South thirty-one degrees East forty feet to the place of beginning.

It being the same property conveyed to the parties of the first part by Oliver W. Lewis and Mary Lewis, his wife, by deed dated the 1st day of August, 1951, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 234, folio 597.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Two Thousand Seven Hundred (\$2,700.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all

interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any covenant, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made to the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Cropper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Two Thousand Seven Hundred (\$2,700.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said

insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Robert J. Dickel (SEAL)
ROBERT J. DICKEL

RAJH

Charlotte S. Dickel (SEAL)
CHARLOTTE L. DICKEL

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 10th day of August, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT J. DICKEL and CHARLOTTE L. DICKEL, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. FINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set



WITNESS my hand and Notarial Seal.

Hazel R. Coker
RAJH

NOTARY PUBLIC
My Commission expires May 2, 1955

FILED AND RECORDED AUGUST 13th 1954 at 10:20 A.M.

This Mortgage, Made this 22nd day of July
in the year Nineteen Hundred and Fifty-four, by and between

Leonard W. Farmer and Betty E. Farmer, husband and wife
of Allegany County, in the State of Maryland
parties of the first part, and Local 676 Federal Credit Union, a company organized
and existing under the laws of the United States
of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:



Whereas,

The said parties of the first part are indebted unto the party of the second part in the full and just amount of One Thousand Six Hundred Dollars (\$1600.00) for money lent, which loan is evidenced by the promissory note of the said parties of the first part of even date herewith, payable as therein set out to the order of the party of the second part, with interest, at the office of the said party of the second part, and whereas, it was understood and agreed that this mortgage should be executed,

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part

heirs and assigns, the following property, to-wit:

All that piece or parcel of ground situated between North Railroad and North Butaw Streets, in the Town of Barton, Allegany County, Maryland, it being comprised of a part of Lot No. 11 North Butaw Street and a part of Lot No. 11 North Railroad Street, which said lots were conveyed to Henry Schramm, Jr., and Elisabeth Schramm, his wife, by James Major, et al, by deed dated January 24, 1910, and recorded in Liber 105, folio 530, among the Land Records of Allegany County, Maryland, which said parcel is shown and designated

as "Parcel 3" on the plat attached to the Last Will and Testament of Elizabeth Schramm, recorded in Wills Liber "X", folio 99, in the office of the Register of Wills for Allegany County, Maryland, and is more particularly described as follows: (Magnetic courses, as of the date of original lot layout, run by vernier readings and horizontal distances being used throughout).

BEGINNING for the same at the end of 61.30 feet on the first line of Lot No. 11 North Railroad Street, said point being on the South-easterly side of North Railroad Street and at the end of 34.54 feet on a line drawn South 4 degrees 31 minutes East from the South corner of the concrete foundation of the Cumberland and Pennsylvania Railroad Company's crossing signal, and running thence with North Railroad Street and the remainder of said first line, North 43 degrees East 42.70 feet, thence with the second line of the aforesaid Lot No. 11, corrected so as to coincide with the line of division fence South 48 degrees 02 minutes East 99.44 feet to a fence post standing on the fourth line of Lot No. 11 North Eutaw Street, thence with said line reversed and corrected so as to coincide with a division fence South 48 degrees 31 minutes east 50 feet to a fence post, thence with the third line reversed of the above last named lot, South 47 degrees East 15 feet to a stake standing on the Westerly limits of North Eutaw Street, thence with said street South 14 degrees 06 minutes West 107.98 feet, thence leaving said Street and running across both of the aforesaid Lots No. 11, North 47 degrees West 166.17 feet to the beginning. And being the same property which was conveyed unto the said Leonard W. Farmer, et ux, by deed from James Russell Kiddy, et ux, which deed is to be recorded prior to this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its

executor, administrator or assigns, the aforesaid sum of One Thousand Six Hundred Dollars (\$1600.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs or assigns

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said party of the

Second part, its-----

heirs, executors, administrators and assigns, or Louis A. Fatkin,-----
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first

part, their-----

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their----- representatives, heirs or assigns.

And the said parties of the first part-----

----- further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its----- assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand

Six Hundred-----

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its----- heirs or assigns, to the extent of it or----- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest

James A. Clark

Leonard W. Farmer [SEAL]

Betty E. Farmer [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 22nd day of July
in the year Nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared Leonard
W. Farmer and Betty E. Farmer, husband and wife-----

and each----- acknowledged the foregoing mortgage to be their voluntary-----
act and deed; and at the same time before me also personally appeared Aden Campbell and
Wayne Ritchie, President and Treasurer respectively of Local 676 Federal Credit
Union-----
the within named mortgagee and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.



James A. Clark
Notary Public.

Compared and Mailed Delivered m
To Myer Broymca
Sept 9 1954 City

LIBER 306 PAGE 296

FILED AND RECORDED AUGUST 13 1954 at 11:00 A.M.

This Mortgage, Made this 14th day of July
in the year Nineteen Hundred and Fifty-four _____, by and between

Matthew M. Sabers

of Allegany County, in the State of Maryland
party _____ of the first part, and Edward B. Lockwood



of Allegany County, in the State of Maryland
party _____ of the second part, WITNESSETH:

Whereas, the said party of the first part stands indebted
unto the said party of the second part in the full and just sum
of Six hundred and twenty-five (\$625.00) dollars, which said sum the
said party of the first part does hereby agree to repay within
one year from the date hereof.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said party of the first part

do es give, grant, bargain and sell, convey, release and confirm unto the said
party of the second part, his
heirs and assigns, the following property, to-wit:

All that lot or parcel of land lying in Allegany
County, State of Maryland, within the limits of the City of
Cumberland, being part of Lot Nos 211 on the Plat of the Humbird
Land Improvement Company's Addition to South Cumberland, Maryland,
and more particularly described as follows:

BEGINNING at a point on the Southerly side of Elder Street,
distant North 53 1/2 degrees West 20 feet 6 inches from the dividing

line between Lots Nos. 211 and 212 of said Addition, and running thence along the Southerly side of Elder Street, South 53½ degrees East 20 feet 6 inches to the dividing line between Lots Nos. 211 and 212 of said Addition, thence following the dividing line of Lots Nos. 211 and 212, South 36½ degrees West 125 feet to an alley, thence along said alley, North 53½ degrees West 20 feet 6 inches, and thence or 36½ degrees East 125 feet to the place of beginning.

BEING the same property that was conveyed to the said party of the first part by Charles W. Turner, Jr., et ux. by deed dated the 14th day of June, 1949 and recorded among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, his
heirs, executors, administrators or assigns, do and shall pay to the said
party of the second part, his
executor, administrator or assigns, the aforesaid sum of

---Six hundred and twenty-five (\$625.00) dollars----

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part

hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said party of the second part, his

heirs, executors, administrators and assigns, or Harold E. Naughton
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said

party of the first part, his heirs or assigns, and
in case of advertisement under the above clause, but no sale, on behalf of the above commission

shall be allowed and paid by the mortgagor, his _____ representatives, heirs or assigns.
 Witness, the hand and seal of said mortgagor.

Attest:

Elizabeth Philson _____ [SEAL]
Matthew M. Sabers _____
 Matthew M. Sabers

State of Maryland,
 Allegany County, to-wit:

I hereby certify. That on this 14th day of July
 in the year nineteen Hundred and Fifty -four _____, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared
 Matthew M. Sabers, unmarried,

and Le acknowledged the foregoing mortgage to be his
 act and deed; and at the same time before me also personally appeared
 Edward B. Lockwood
 the within named mortgagee, and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Elizabeth Philson
 Notary Public.

Compared and Vouched Delivered mb
Geo. H. Fegge OK
Sept 2nd 19 54

FILED AND RECORDED AUGUST 13" 1954 at 12:40 P.M.

Purchase Money

This Mortgage, Made this 13th day of AUGUST _____ in the
 year Nineteen Hundred and fifty -four _____ by and between
Nial V. Darr, single,

_____ of Allegany County, in the State of Maryland, part Y of the first part, here-
 inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
 corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
 land, party of the second part, hereinafter called mortgagees.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Forty-four Hundred & 00/100 - - - (\$4400.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-five & 96/100 - - (\$35.96) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the south side of Ann Street in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to-wit:

Beginning for the same at a point distant North 74 degrees 30 minutes East 282 feet from the intersection of the East side of Maryland Avenue and the South side of Ann Street and running then with the South side of Ann Street North 74 degrees 30 minutes East 28 feet to the end of the first line of the whole lot conveyed to F. Helene Goodfellow by David P. Miller by deed dated February 23, 1905, and recorded in Liber No. 97, folio 27, one of the Land Records of Allegany County, Maryland, and running then with the second line of whole lot, South 15 degrees 30 minutes East 11 1/2 feet to a stake on the north side of an alley; then with the north side of said alley, South 7 1/2 degrees 30 minutes West 28 feet; then North 15 degrees 30 minutes West 11 1/2 feet to the place of beginning.

Being the same property which was conveyed unto the party of the first part by deed of Daley May Darr, widow, et al, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from

time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant & generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that he will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Charles W. Large, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-four Hundred & 00/100 - - - (\$4400.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, ~~do~~ hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, ~~do~~ hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

*George L. Hansen**Niel V. Darr*

[SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 12th day of August
 in the year nineteen Hundred and Fifty-four _____, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared

Niel V. Darr, single,

the said mortgagors herein and he acknowledged the foregoing mortgage to be their act
 and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
 agent for the within named mortgagee and made oath in due form of law, that the consideration
 in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
 of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.

George L. Hansen
 Notary Public.

Examined and Signed *George L. Hansen*
 To *Walter R. H. Co.*
Allegany County, Md.

FILED AND RECORDED AUGUST 13th 1954 at 8:30 A.M.This Mortgage, Made this 10th day of Augustin the year Nineteen Hundred and Fifty four, by and between

Russell P. Crossland and Helen V. Crossland, his wife, hereinafter called mortgagors,
 which expression shall include their heirs, personal representatives and assigns,
 where the context so requires or admits,

of Allegany County, in the State of Maryland

part ies of the first part, and THE NATIONAL BANK OF KEYSER, WEST VIRGINIA,

a corporation, hereinafter called mortgagee, which expression shall include its
 personal representatives, successors and assigns, where the context so requires or
 admit,

of Mineral County, in the State of West Virginia



part Y of the second part, WITNESSETH:

Whereas, said mortgagors now stand indebted unto the said mortgagee in the full and just sum of NINE HUNDRED FIFTY (\$950.00) DOLLARS, as evidenced by their promissory note of even date herewith, payable on demand after date, with interest at the rate of six (6) per cent per annum: On the face of which note is the following: "A minimum of \$30.00 and the interest to be paid on this note each month, but notwithstanding the balance due on the note with interest may be called at any time,"

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Mortgagors, said Russell P. Crossland and Helen V. Crossland, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

The National Bank of Keyser, W. Va., a corporation, its personal representatives, successors and

assigns, the following property, to-wit: All those two certain tracts or parcels of land lying in Election District No. 7 of "Allegany County, Maryland, described by metes and bounds as follows:

First: BEGINNING at a set stone with a locust tree marked for a pointer, now placed in a well marked line, supposed to be the east line of a tract of land called "Deer Park", corner to a tract of land recently sold to C. J. Robey, and running thence with said Deer Park well marked line (M.E. 1940) S. 45 deg. 30' West (old course S. 40 deg. W. 32 poles to a well marked hickory tree corner in a line of Riley's land, which encroaches on said Deer Park line; thence N. 50 deg. W. 3.5 poles to a well marked ash tree, corner to said Riley's land; thence with another line of said Riley S. 44 deg. 50' W. 74.8 poles to a well marked white oak tree, corner to said Riley and James Emmart; thence with said Emmart's land S. 47 deg. 40' West 54.5 poles to a set stone now placed in said Emmart's line; thence making new division line across said Deer Park tract, of which this is a part N. 54 deg. 30' W. 45 poles, more or less, to the original

line of said Deer Park tract (to be definitely determined later) thence with the west line of said tract by old call (Va. now about 5 deg. 30') N. 40 deg. E. 191 poles to an X mark made on the east end of a small boulder located S. 69 deg. E. 10 links from two small white oak trees marked for pointer, corner to said Robey's tract above mentioned; thence with his land by new division line (1940) S. 34 deg. 30' E. 52.5 poles to the place of BEGINNING, containing 54 acres, more or less, and being a portion of a tract of land called "Deer Park".

There is also granted a right of way along the east boundary line of the land now owned or formerly owned by Woodrow J. Knotts to the line of Military Lot No. 3486, and also the right to use a right of way granted in perpetuity, from Letta Lancaster and Eddie Lancaster, her husband, over Military Lots Nos. 3485 and 3486, which said deed is recorded in Liber No. 171, Folio 187 of the Land Records of Allegany County, but Edward J. Knotts, or the person who now owns said land, reserves the right unto himself, his heirs and assigns, to use the said right of way herein granted and to repair same when necessary, as contained in deed from James R. VanPelt and wife to Woodrow J. Knotts and wife, dated April 15, 1945, and recorded in Liber R.J. 187, folio 177, among the Land Records of Allegany County, Maryland.

Being the same tract of land conveyed to Russell P. Crossland and wife by DeSales Clifton Morgan and wife, by deed dated July 15, 1948 and recorded among the Land Records of Allegany County, Maryland in Liber J.E.B. 221, folio 419.

SECOND: BEGINNING at a set stone, southerly most corner to a tract of 54 acres sold to Woodrow J. Knotts and wife by deed of April 15, 1940 and running thence, by old call (Variation now 5 deg. 30') S. 40 deg. 00' W. 133 poles to another set stone, corner to the 150 acre tract of which this is a part; thence, with the second line thereof corrected to date (April 6, 1940) N. 44 deg. 30' W. 46 poles to a large flat stone in the center of a Run, corner to C.E. Clark's land; thence, with same (M.E. 1940) N. 45 deg. 15' E. 61 poles to a stake; thence, N. 73 deg. 15' W. 6 poles to a point in the original west line of a tract called "Deer Park", of which the 150 acres is a part, thence

running with said original line N. 40 deg. 00' E. (Plus Var. of 5 deg. 30') 67 poles to a set stone in said line, corner to said Knott's tract; thence with a line thereof reversed, S. 54 deg. 30' E. 50 poles to the BEGINNING. There is also conveyed unto the said party of the second part the right to use a right of way granted in perpetuity to Loretta Flanagan Dawson by deed dated the 28th day of Jun, 1934, from Letta Lancaster and husband, over Military Lots Nos. 3485 and 3486, and recorded among the Land Records for Allegany County, Maryland in Liber No. 171 folio 187.

Being the same property conveyed to Russell P. Crossland and wife by Harold Van VanFelt and wife, by deed dated May 19, 1950, and is recorded among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Mortgagors,

their

heirs, executors, administrators or assigns, do and shall pay to the said

The National Bank of Keyser, W. Va., a corporation, its personal representatives,

successors

~~xxxxxxxxxxxxxxxxxxxx~~ or assigns, the aforesaid sum of Nine Hundred Fifty (\$950.00)

Dollars, and the monthly payments as hereinbefore set forth,

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Mortgagors, their heirs, executors, administrators

or assigns

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Mortgagors, their heirs, executors, administrators or assigns,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

The National Bank of Keyser, West Virginia, a corporation, its personal representatives, successors,

~~xxxxxxxxxxxxxxxxxxxx~~ and assigns, or James H. Swadley, Jr.,

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Mortgagors,

their

heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. their representatives, heirs or assigns.

And the said Mortgagors, said Russell P. Crossland and Helen V. Crossland,

further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least

Nine Hundred Fifty (\$950.00)

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, its successors or assigns, ~~to the extent~~ to the extent of its ~~XXXXX~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

[Signature]
[Signature]

Russell P. Crossland [SEAL]
 Russell P. Crossland

Helen V. Crossland [SEAL]
 Helen V. Crossland

THE NATIONAL BANK OF KEYSER, W.VA. a corporation

BY

P.J. Davis, its President

[SEAL]

West Virginia,

State of ~~Maryland~~

Mineral

Alleghany County, to-wit:

I hereby certify. That on the 10th day of August

in the year nineteen Hundred and Fifty four before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared
 Russell P. Crossland and Helen V. Crossland, his wife, whose names are signed to
 the within mortgage and being the mortgagors,

and each acknowledged the foregoing mortgage to be their respective
 act and deed; and at the same time before me also personally appeared P.J. Davis, President
 of the National Bank of Keyser, West Virginia, being the within named mortgagee

~~XXXXXXXXXXXXXXXXXXXX~~ and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

My commission expires April 15, 1963

James J. Piper
 Notary Public.

Compared and Mailed 7/13
To Mortgage Westernport
10/14/54 19 54 2nd

FILED AND RECORDED AUGUST 13" 1954 at 10:00 A.M.

This Mortgage, made this twelfth day of August in the year Nineteen Hundred and fifty four, by and between Virgil L. Seaber and his wife, Mildred J. Seaber residing in Baltimore, Maryland

hereinafter called Mortgagor, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part of the first part and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation, organized under the National Banking Laws of the United States, hereinafter called Mortgagee, which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of One thousand Dollars (\$ 1,000.00), with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Citizens National Bank, in Westernport, Maryland.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagor, dated the 12th day of August, 1954, and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland.

AND WHEREAS, it is agreed that the Mortgagor shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$ 40.00 each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as afore said, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the 12th day of August, 1964, notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagee, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagor do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

All that certain lot of ground situated in the town of Westernport, in Allegany County, Maryland, known and numbered on the plat of Hammond's Addition to Westernport and recorded in Liber No. 25 of the land records of Allegany County, Maryland and which was conveyed unto the said Virgil L. Seaber by deed from Harry W. Seaber et ux, dated June 22, 1946 and of record among the land records of Allegany County, Maryland in Liber No. 210 Folio 341. To which deed so recorded a reference is hereby specially made. The said lot being known as lot No. eighty-five (85) on said plat and fronts 50 feet on the West side of Vine Street in said town.

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissible.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor shall pay to the said Mortgagee the aforesaid debt, evidenced by said promissory note or any renewal of the same or of part thereof, which might hereafter be executed and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said

sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagor, the improvements on the hereby mortgaged land to an amount of at least

One thousand

dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Attest:
Charles J. Laughlin

Virgil V. Seaber (SEAL)
Virgil V. Seaber

Mildred J. Seaber (SEAL)
Mildred J. Seaber

***** (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

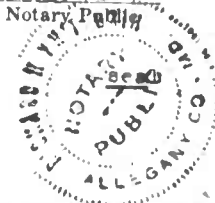
I hereby certify that on this 12th day of August, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Virgil V. Seaber and Mildred J. Seaber husband and wife

the within named Mortgagors, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appenred Horace P. Whitworth

the President of The Citizens National Bank of Westport, Maryland, the within named Mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the President of said Mortgagee, duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

Richard D. Whitworth
Notary Public



FILED AND RECORDED AUGUST 14 " 1954 at 8:30 A.M.

This Mortgage. Made this Twelfth day of AUGUST,
in the year Nineteen Hundred and Fifty-four, by and between
POLAND G. ELLIS and DELORA MAXINE ELLIS, his wife,

of Westernport, Allegany County, in the State of Maryland,
parties of the first part, and THE FIRST NATIONAL BANK, OF PIEDMONT, WEST
VIRGINIA, a corporation organized under the National Banking Laws,



XX
party of the second part, WITNESSETH:

Whereas, the said Poland G. Ellis and Delora Maxine Ellis, his wife, are indebted unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, in the just and full sum of SIX THOUSAND (\$6000.00) DOLLARS, as evidenced by their joint and several negotiable, promissory note, of even date herewith, payable on demand to the order of the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, for said sum of SIX THOUSAND (\$6000.00) DOLLARS, with interest from date, at said BANK, and to be repaid in sums of not less than SEVENTY (\$70.00) DOLLARS per month until the entire amount of principal and interest has been fully paid; to secure the payment of which said sum of SIX THOUSAND (\$6000.00) DOLLARS, with interest as aforesaid, these presents are executed;

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Poland G. Ellis and Delora Maxine Ellis, his wife, parties of the first part,

do hereby give, grant, bargain and sell, convey, release and confirm unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

and assigns, the following property, to-wit:

All that certain real estate situated in the Town of Westernport, Allegany County, Maryland, and more particularly described as follows:

BEGINNING at a point of the East side of Smoot Street as laid off on the plat of N. R. Smoot's Addition to Westernport, recorded among the Land Records of said Allegany County, Maryland, in Liber No. 116, folio 726, which point is at the intersection of the West side of Smoot Street with the North side of an Alley laid off on the plat of

Oak View Addition to Westernport, and running thence in a Northeasterly direction along with the West side of Smoot Street a distance of Fifty (50) feet to a stake; thence in a Westerly direction, parallel with the North side of said Alley, a distance of One hundred (100) feet to a stake; thence in a Southerly direction, parallel with the West side of Smoot Street, a distance of Fifty (50) feet to said Alley; thence along with the North side of said Alley, in an Easterly direction, One hundred (feet) to the beginning; the said parcel of ground being the Southeastern corner of Lot Number One (1) as laid off on the said plat of N. R. Smoot's Addition to Westernport, recorded as aforesaid; and being the same property which was conveyed to the said Poland G. Ellis and Delora Maxine Ellie, his wife, by George Ellis, by Deed, dated May 9th, 1953, and recorded among the Land Records of said Allegany County, Maryland, in Liber No. 249, folio 563.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Poland G. Ellis and Delora Maxine Ellis, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors ~~XXXXXXXXXXXXXXXXXXXX~~ or assigns, the aforesaid sum of SIX THOUSAND DOLLARS,

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part, -----

----- may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part -----

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said -----

THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

~~XXXXXXXXXXXXXXXXXXXX~~ and assigns, or HARRY K. DRAGG, its -----

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Poland G. Ellis and

Delora Maxine Ellis, his wife, their----- heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their----- representatives, heirs or assigns.

And the said Poland G. Ellis and Delora Maxine Ellis, his wife, parties of the first part, ----- further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or ----- assigns, the improvements on the hereby mortgaged land to the amount of at least ----- Six thousand (\$6000.00) ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, its successors ~~heirs~~ or assigns, to the extent of its or ----- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest:

Benard Mayhew Jr Poland G. Ellis [SEAL]
Benard Mayhew Jr Delora Maxine Ellis [SEAL]

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT:

I hereby certify. That on this 12th day of August,

in the year nineteen Hundred and Fifty-four -----, before me, the subscriber,
West Virginia
 a Notary Public of the State of Marland in and for said County, personally appeared Poland
 G. Ellis and Delora Maxine Ellis, his wife, -----

and each ----- acknowledged the foregoing mortgage to be their respective
 act and deed; and at the same time before me also personally appeared J. B. Determan,
 Cashier of THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA,
 the within named mortgagee, and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

My commission expires

Benard Mayhew Jr 7th 1961

Benard Mayhew Jr
 Notary Public.

Compared and Mailed Delivered *ms*
To *Maryland City*
Sept 9 19 *54*

LIBER 306 PAGE 310

FILED AND RECORDED AUGUST 14" 1954 at 9:10 A.M.

THIS MORTGAGE, Made this *13th* day of August, 1954, by and between James E. Allen and Ellen M. Allen, his wife, of the first part, sometimes hereinafter called the Mortgagors, and The Liberty Trust Company of Cumberland, Maryland, a corporation, duly incorporated under the Laws of Maryland, Trustee for Bess R. Buchanan U/T/A dated July 11, 1949, of the second part, sometimes hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagors stand indebted unto the Mortgagee in the full and just sum of Three Thousand (\$3,000.00) Dollars, as is evidenced by a promissory note of even date and tenor herewith, which note is payable one year from the date hereof and bears an interest rate of Six per centum (6%) per annum, said interest being payable in quarterly installments as it accrues at the Office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest on said note to be payable on the 30th day of September, 1954.

NOW, THEREFORE, in consideration of the premises, and of the sum of One (\$1.00) Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said James E. Allen and Ellen M. Allen, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and convey unto the said The Liberty Trust Company, Trustee for Bess R. Buchanan U/T/A dated July 11, 1949, its successors or assigns, the following property, to-wit:

All that Northerly portion of Lot No. 8 of Amcelle Acres Addition, situated near the Village of Cresaptown, in Election District No. 7 of Allegany County and State of Maryland, and which said part of Lot No. 8 is described as follows, to-wit:

BEGINNING for the same at a point along the Westerly side of Harold Drive distant 45 feet on the first line of the original Lot No. 8 of said Addition, just North of the McMullen Highway and being the Northerly portion of Lot No. 8 in Amcelle Acres Addition developed by the Lazarus Realty Company of Cumberland, Maryland, and running thence with part of the first line thereof, it being also along and with the Westerly side of Harold Drive, North 11 degrees 50 minutes West 55 feet to the end of the first line thereof, thence with the second line thereof, it being at right angles to Harold Drive, South 87 degrees 10 minutes West 195 feet to the end of the second line, thence with part of the

third line thereof, South 16 degrees 30 minutes East 55.4 feet, thence crossing the whole Lot No. 8 of said Addition, North 87 degrees 10 minutes East 193 feet to the place of beginning. All courses refer to the Magnetic Meridian and all measurements are horizontal. A Plat of said Addition is filed in Map Case Box 97, one of the Land Records of Allegany County, Maryland.

It being the same property which was conveyed unto the said Mortgagors by Carl Gustafson and wife, by deed dated September 26, 1941, and recorded in Liber 191, folio 389, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors or assigns, in fee simple forever.

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Three Thousand (\$3,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this Mortgage if the said Mortgagors shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the Mortgagors may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said Mortgagors hereby covenant to pay the said mortgage debt, the interest thereon and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said Mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagors also consent to the immediate appointment of a receiver for the property herein described.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this Mort-

gage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and the Mortgagors shall have sixty days after the receipt of said notice to make tender of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors or assigns or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first; to the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised under the power herein contained and no sale thereof made, that in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this Mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured in some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand (\$3,000.00) Dollars, and to cause the policy or policies issued to be so framed or endorsed, as in the case of fire, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the Mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs,

executors, administrators or assigns of the respective parties hereto.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

James M. Loebe

James E. Allen (SEAL)
James E. Allen

Ellen M. Allen (SEAL)
Ellen M. Allen

STATE OF MARYLAND

COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 13th day of August, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared James E. Allen and Ellen M. Allen, his wife, and each acknowledged the foregoing Mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, and John J. Robinson, Trust Officer of The Liberty Trust Company, Trustee, the within named Mortgagee, and made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President and agent for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

James M. Loebe
Notary Public

Compared and Mailed *Delivered* *ms*

To *Talmer, Cky*
Rel 9 19 *54*

1954 3106 3114

FILED AND RECORDED IN BOOK 1211 PAGE 114 AT 9:40 A.M.

THIS SUPPLEMENTAL MORTGAGE, Made this day of August, 1954, by Frederick D. Stichter and Madonna E. Stichter, his wife, of Allegany County and the State of Maryland, herein-after called the Mortgagors, and The Liberty Trust Company, Cumberland, Maryland, hereinafter called the Mortgagee.

WHEREAS, by Mortgage dated May 5, 1948, and recorded in Liber No. 211, folio 55, one of the Mortgage Records of Allegany County, which said Mortgage was executed to secure the principal indebtedness of Eight Thousand Five Hundred (\$8,500.00) Dollars, together with the interest thereon at the rate of Four (4%) per centum per annum, and which Mortgage constitutes a lien upon the property known as Lot No. 116 and one-half of Lot No. 115 of the Fifth Addition to Bowling Green, as shown on a Plat of Bowling Green recorded in Plat Box No. 90, among the Land Records of Allegany County, all as described in said Mortgage, special reference to which is hereby made, and

WHEREAS, the said Mortgagors have requested of the said Mortgagee that the terms of the payments of this mortgage be changed and that said Mortgage be extended for a further period in order to relieve the said Mortgagors from the amount of the present monthly payments which are burdensome by reducing the amount thereof, all in order to prevent further defaults thereunder.

NOW, THEREFORE, in consideration of the premises, the said Mortgagee does hereby covenant and agree with the said Mortgagors that the term of said Mortgage shall be extended for a period of Seven Years Three Months from the 1st day of September, 1954, thus making the final payment under the extended terms of said Mortgage due and payable on the 1st day of August, 1971, and the monthly payments on said Mortgage, which payments shall include interest and principal at the rate aforesaid, shall be in the amount of not less than Thirty-Nine and 24/100 (\$39.24) Dollars each, the first of said payments to be made on the 1st day of September, 1954, and continuing on the first day of each month thereafter until the principal and interest are fully paid.

The present unpaid balance of the said Mortgage is Fifty-Eight Hundred (\$5800.00) Dollars.

The said Mortgagors do hereby covenant and agree to make the payments promptly as aforesaid, and it is further agreed by and between the parties hereto that, with the exception of the changes of the terms of payment as above set forth, all of the other terms and conditions of the original Mortgage between the parties hereto,

LIBR 306 375

shall remain in full force and effect.

WITNESS the hand and seals of the said Mortgagors the day and year above written, and in WITNESS WHEREOF, the said Mortgagee has caused these presents to be signed by its President, with its Corporate Seal hereto affixed, all duly attested by its Secretary on the day and year above written.

WITNESS:

Frederick D. Stitcher (SEAL)

Madonna E. Stitcher (SEAL)

THE LIBERTY TRUST COMPANY

ATTEST:

By

Charles A. Piper
President

Marion L. Telle
Secretary

STATE OF MARYLAND
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this day of August, 1954, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Frederick D. Stitcher and Madonna E. Stitcher, his wife, and each acknowledged the foregoing instrument of writing to be their act and deed, and at the same time also personally appeared Charles A. Piper, President of The Liberty Trust Company, and as such acknowledged the foregoing instrument of writing to be the act and deed of said corporation.

WITNESS my hand and Notarial Seal on the day and year above written.

Geo. A. Siebert
Notary Public

Macrum's addition to Cumberland, and running thence with the remainder of said first line, and also with part of the first line of Lot No. 5 in said addition, North $35-3/4$ degrees East 25 feet; then South $48-1/2$ degrees West 111 feet to F. B. Walton's lot, and with it, South $41-1/2$ degrees East 15 feet; then South $48-1/2$ degrees East and $111-1/2$ feet; then with the line of F. B. Walton's lot, South $41-1/2$ degrees East 9 feet to the lot heretofore leased to one Thomas Golden; then with the line of said Golden lot, North $48-1/2$ degrees East $111-1/2$ feet to the place of beginning.

It being the same property conveyed to the first parties by Lewis L. Wilson and George L. Wilson, his wife, by deed dated the 25th day of January, 1940, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 182, folio 535.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances, thereto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of one Thousand (\$1,000.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured,

Including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: by giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least One Thousand (\$1,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

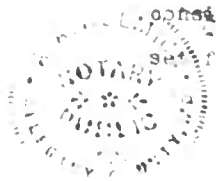
John H. Rhodes (SEAL)
JOHN H. RHODES

H. C. Landis

Ella H. Rhodes (SEAL)
ELLA H. RHODES

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 12th day of August, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN H. RHODES and ELLA H. RHODES, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TIMBAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal.

Albert W. Timbal
NOTARY PUBLIC
My Commission expires May 2, 1955

Handwritten: Recorded and Indexed in the Office of the Clerk of the Court, Allegany County, Maryland, August 14, 1954.

FILED AND RECORDED AUGUST 14th 1954 at 9:40 A.M.

This Mortgage, Made this 12th day of August in the year nineteen hundred and fifty-four, by and between

Dorothy L. Savage and H. Russell Savage, her husband, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:
Whereas, the said

Dorothy L. Savage and H. Russell Savage, her husband, stand indebted unto the said The Liberty Trust Company in the just and full sum of **Forty-Seven Hundred (\$4700.00)** - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of **Five (5%)** per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,



September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on **September 30, 1954**

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Dorothy L. Savage and H. Russell Savage, her husband,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot of ground situated in the Town of Westernport, Allegany County, Maryland, which is more particularly described as follows, to-wit:

BEGINNING for the same at a point on the North side of River Road or Church Street at the end of the first line of the deed from John F. Getty, Trustee, to Joseph Getty, dated September 1, 1921, and running thence with the North side of said Street, South 62 degrees 54 minutes East 31 feet, thence North 26 degrees 48 minutes East 58.5 feet, thence North 22 degrees 27 minutes East 57.48 feet to the South side of a 12-foot alley and with it, North 64 degrees 45 minutes West 28.5 feet to the end of the third line of the above-mentioned lot conveyed to the said Joseph P. Getty, thence reversing the third and the second lines of the above mentioned lot, South 24 degrees 25 minutes West 49.73 feet, thence South 27 degrees West 65.2 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by James A. McSorley, Trustee, by deed dated March 1946, and duly recorded among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Forty-Seven Hundred (\$4700.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or **George R. Hughes**, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms

of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power hereof contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Forty-Seven Hundred (\$4700.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Dorothy L. Savage (SEAL)

Dorothy L. Savage

H. Russell Savage (SEAL)

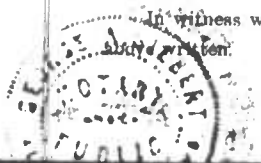
H. Russell Savage

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 12th day of August in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Dorothy L. Savage and H. Russell Savage, her husband, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year



George A. Siebert
Notary Public

Compared and Mailed Delivered *ms*
To *Morgue City*
Sept 9 19 *54*

LIBER 306 PAGE 322

FILED AND RECORDED AUGUST 14" 1954 at 9:10 A.M.

This Mortgage, Made this *13th* day of
August in the year nineteen hundred and fifty-four, by and between

Frederick L. Yeager and Leona P. Yeager, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Frederick L. Yeager and Leona P. Yeager, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Thirty-Five Hundred (\$3500.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on September 30, 1954

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY
FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A
PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Frederick L. Yeager and Leona P. Yeager, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece or parcel of ground lying and situated on Greene
Street in the City of Cumberland, Allegany County, Maryland, known
and designated as Lot No. 89 in "Read's Addition to the City of Cumber-
land," a Plat of said Addition being recorded among the Land Records
of Allegany County, Maryland in Liber No. 82, folio 1, etc., said
property being more particularly described as follows:

BEGINNING for the same at the end of the third line of Lot No.
88 and reversing said third line, South 13 degrees 12 minutes West
107.02 feet to Greene Street; thence North 81 degrees 54 minutes West
26.1 feet with the Northerly side of Greene Street; thence North 13
degrees 12 minutes East 109.34 feet to Gwynne Terrace; thence with
the South side of said Gwynne Terrace, South 76 degrees 48 minutes
East 26 feet to the place of beginning.

SUBJECT, HOWEVER, to use in common with the owners of Lot No. 90
of said Addition, their heirs and assigns, the party wall located on
the line between said adjoining lots and being used as a dividing wall
and common support for the buildings located thereon.

It being the same property which was conveyed unto the said
Mortgagors by Henry C. Christman and wife by deed dated the *13th* day
of August, 1954, and to be duly filed for record among the Land
Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of **Thirty-Five Hundred (\$3500.00)** Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said **The Liberty Trust Company**, its successors and assigns, or **George R. Hughes**, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Thirty-Five Hundred (\$3500.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Frederick L. Yeager (SEAL)
Frederick L. Yeager

Leona P. Yeager (SEAL)
Leona P. Yeager

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 14th day of August in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Frederick L. Yeager and Leona P. Yeager, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

above written.

James M. [Signature]
Notary Public

Compared and Mailed MB
To Mary E. Hubbs 211 New Hampshire Ave
Sept 9 1954 City

FILED AND RECORDED AUGUST 16" 1954 at 11:15 A.M.

This Mortgage, Made this 14th day of AUGUST,

in the year Nineteen Hundred and Fifty -Four, by and between
THOMAS ALBERT BRYANT AND LOUELLA CLARA BRYANT, HIS WIFE, OF THE CITY
OF SWISHERLAND,

~~XX~~ ALLEGANY County, in the State of MARYLAND,
parties of the first part, and MARY E. HUBBS and Thelma M. Hynes, jointly
OF THE CITY OF
CUMBERLAND,

~~XX~~ ALLEGANY County, in the State of MARYLAND,
part of of the second part, WITNESSETH:

Whereas, the parties of the first part now owe and stand indebted to the said ~~parties~~ of the second part in the just and full sum of EIGHT HUNDRED AND FIFTY (\$850.00) DOLLARS, being the entire price for the real estate hereinafter described, which said sum of money, together with interest thereon at the rate of six per cent (6%) per annum the said parties of the first part hereby promise to pay to the said parties of the second part, their heirs, assigns, administrators or assigns, in and to the sum of \$850.00 DOLLARS, in cash, accounting from the date of payment, and every six months accounting from the date of this mortgage, the sum of money paid or tendered during that period to be first to the extent of interest then due on the principal, and the balance on account of the principal debt, interest to be paid to the extent of credit given in favor of the said parties of the first part, and the payment of said principal and interest, the parties of the first part have agreed to

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part,-----

do hereby give, grant, bargain and sell, convey, release and confirm unto the said MARY E. and, Thelma M. Hynes, their
~~xxxx~~

heirs and assigns, the following property, to-wit:

All of those two parts in adjoining lots or parcels of ground shown on the plat hereof made by Alfred Brockwater, registered land surveyor, of said New Hampshire, situated and lying on New Hampshire Avenue, in the City of Cumberland, Allegany County, Maryland, and more particularly described in a deed for the same from the said Mary E.

unto the said Thomas Albert Bryant and Louella Bryant, his wife, bearing even date with this mortgage, and to be recorded simultaneously herewith among the Land Records of Allegany County, as follows, to-wit:

BEGINNING at a point on the westerly side of New Hampshire Avenue, said point being South 23 degrees West, fifty feet from the end of the first line of the parcel of ground designated on said plat as the "Mrs. Mary E. Hubbs Home Site," and running thence with said New Hampshire Avenue, South 23 degrees West, ninety feet, thence North 63½ degrees East, one hundred feet to a fifteen-foot Alley, thence with said Alley North 23 degrees East, ninety feet, thence South 63½ degrees West, one hundred feet to the place of beginning,

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their-----
 heirs, executors, administrators or assigns, do and shall pay to the said
 and, Thelma M. Hynes, or the survivor of them, their
 Mary E. Hubbs, ~~xxxx~~
 executor, administrator or assigns, the aforesaid sum of eight hundred and fifty
 dollars,-----

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on ~~their~~ part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said ~~parties of the first part~~

~~may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part~~

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said ~~parties of the first part~~ ^{and, Thelma M. Hymes,} ~~their~~

heirs, executors, administrators and assigns, or ~~Edward G. Carl,~~ his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said ~~parties of the first part~~

~~heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their~~ representatives, heirs or assigns.

And the said

~~parties of the first part~~ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or assigns, the improvements on the hereby mortgaged land to the amount of at least

~~Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee~~

~~heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.~~

Witness, the hand and seal of said mortgagors.

Attest:

John J. Carpenter
As to both

Thomas Albert Bryant [SEAL]

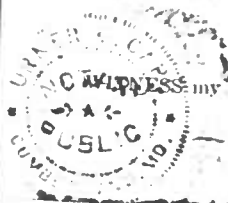
Louella Clara Bryant [SEAL]

[SEAL]

[SEAL]

State of Maryland,
 Allegany County, to-wit:

I hereby certify. That on this 14th day of August,
 in the year nineteen Hundred and Fifty-Four, before me, the subscriber
 a Notary Public of the State of Maryland, in and for said County, personally appeared Thomas
Bryant and Lorellis Clare Bryant, his wife,
 and each acknowledged the foregoing mortgage to be their respective
 act and deed; and at the same time before me also personally appeared Mary M. Mills,
 the within named mortgagee, and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth.



Witness my hand and Notarial Seal the day and year aforesaid.

Thomas Bryant
 Notary Public.

Emphatic and Mailed Document MB
 To: *Mrs. Evelyn Johnson*
14th St. 1954

FILED AND RECORDED AUGUST 16th 1954 at 11:30 A.M.

This Mortgage, made this 13th day of August, in the
 year Nineteen Hundred and fifty-four, by and between

Gordon Orville Johnson and Inez Evelyn Johnson, his wife,

expression shall include their heirs, personal representatives, successors and assigns where
 the context so admits or requires, of Allegany County, State of Maryland, part 1es of the first part and

Delbert R. Kitzmiller and Ollie M. Kitzmiller, his wife,

hereinafter called Mortgagee s, which expression shall include their heirs, personal represen-
 tatives, successors and assigns, where the context so requires or admits, of Allegany County, State of
 Maryland, part 1es of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted
 unto the said Mortgagees in the full sum of Forty-Five Hundred (\$4500.00)
 Dollars, together with the interest thereon at the rate of Six per centum

(6%) per annum. The said Mortgagors hereby covenant and agree to make payments of not less than Fifty (\$50.00) Dollars each month on account of the principal indebtedness and interest as herein stated, the interest to be computed semi-annually at the rate aforesaid and deducted from said payments, and the balance thereof, after deducting the interest shall be credited to the principal indebtedness.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor S do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee S the following property, to-wit:

All that piece, parcel, or tract of land situate, lying, and being in District No. 2, in Allegany County, Maryland, and which land is more fully described in one parcel as follows:

BEGINNING at a planted stone on the North bank of the presently known "Pack Horse" Road which point is said to be the beginning of the original tract called "Horse Pasture" and also of the enlarged tract called "Horse Pasture Resurveyed" and running thence by the first line thereof and land of Chester Amick, et ux, South 38 degrees East 80 perches to a White Oak tree on the South edge of an old road that is to remain open to use by the present grantees and by adjoining land owners; thence by the second line of "Horse Pasture" and lands of Theodore Robertson, South 30½ degrees West 57 perches to a stake in or near the Green Ridge Road; thence by seven lines of the lands of J. W. Ridenbaugh as follows: South 89 degrees West 52 perches; North 70 degrees West 28 perches; North 89½ degrees West 23 perches; North 24 degrees West 9 perches; North 41 degrees East 21.3 perches; North 58 degrees West 9.5 perches to a stake at the end of 66 perches on the 17th line of "Horse Pasture"; thence reversing part of said 17th line, South 57½ degrees West 29 perches to a stake at the end of the 36th line of "Horse Pasture Resurveyed"; thence by the 3.5 acre parcel included in "Horse Pasture Resurveyed"; and leaving the lands of the said J. W. Ridenbaugh and running by lands of Lepley and Kennell, North 41½ degrees West 26 perches and North 87½ degrees East 52 perches to a stake in a field of Orain L. Twigg, et ux; thence by a parcel of land conveyed by the said Lepley and Kennell to the said Orain L. Twigg, et ux; North 18½ degrees East 56 perches, and North 46½ degrees West 3.5 perches to a White Oak tree in a boundary line fence of land of Chester Amick, et ux; thence by said

line fence, North 31½ degrees East 52 perches to a corner post of 3 fences; thence by said Amick land, South 15 degrees East 30 perches to the beginning, containing 72.5 acres.

EXCEPTING, HOWEVER, from the operation of this conveyance all that tract of land containing 10 acres, more or less, conveyed unto Chester Amick, et ux, by Willie Marion Hartley, et ux, by deed dated the 2nd day of September, 1932, and recorded in Liber No. 168, folio 254, one of the Land Records of Allegany County, Maryland.

ALSO: all that lot, piece or parcel of ground lying and being in Election District No. 2 in Allegany County, Maryland, and known as part of "Kelley's Resurvey on New Cumnock", and more particularly described as follows:

BEGINNING at a stake in a cleared field formerly considered land of the predecessors of the said Orain L. Twigg, et ux, at the end of the 44th line of the whole tract of land conveyed by Fayette E. Carder, et ux, et al, to Wilbert Lepley, et ux, et al, by deed dated April 28, 1949, and recorded in Liber 224, folio 670, of the Land Records of Allegany County, and reversing said 44th line thereof (corrected to true meridian bearing and horizontal measurements), North 18½ degrees East 924 feet to a stake; thence by part of the 43rd line of said deed reversed and corrected, North 46½ degrees West 57 feet to a White oak tree in a wire fence line; thence leaving said boundary line and by a new division line, South 27½ degrees West 1090 feet to three Red Oak saplings on one stump at the end of 328 feet on the 45th line of the whole tract; thence North 88½ degrees East 328 feet to the beginning, containing 4.1 acres.

ALSO: all that tract, piece or parcel of ground lying and being in Election District No. 2 in Allegany County, Maryland, and known as a part of "Kelley's Resurvey on New Cumnock" and more particularly described as follows:

BEGINNING for the same at a White Oak tree standing at the end of the 13th line of a certain parcel of ground conveyed by Laura Hartley to Orain L. Twigg, et ux, by Confirmatory deed dated August 14, 1951, and recorded in Liber 234, folio 704, one of the Land Records of Allegany County, said point of beginning being also at the end of the 49th line of a certain deed from Wilbert Lepley, et ux, et al, to George P. Davis, et ux, dated December 27, 1951, and recorded in Liber 237, folio 165, one of the aforesaid Land Records, and running thence by the land of Chester Amick and George P. Davis, (1) North 46 degrees West 425 feet to a stake; thence (2) North 78½ degrees West 754 feet to a stake; thence (3) North 76 degrees West 600 feet to the center line of Town Creek at a point at the end of the 12th line of the aforesaid deed from Wilbert Lepley, et ux, et al, to George P. Davis, et ux, dated and recorded as aforesaid, thence reversing the 12th, 11th, 10th, 9th, 8th, 7th, 6th, 5th, 4th, 3rd, 2nd and 1st lines of said deed and running with the center line of said Town Creek the following 12 courses and distances: (4) South 44 degrees West 400 feet; (5) South 27½ degrees West 150 feet; (6) South 51 degrees West 327 feet; (7) South 83 degrees West 389 feet; (8) South 33 degrees West 438 feet; (9) South 88 degrees East 157 feet; (10) South 66½ degrees East 290 feet; (11) South 69 degrees East 400 feet; (12) South 64½ degrees East 500 feet; (13) South 73 degrees East 250 feet; (14) South 46 degrees East 306 feet; (15) South 27½ degrees East 295 feet, more or less to Bull Ring Rock in said Creek, thence leaving said Town Creek and reversing the 53rd, 52nd, 51st and 50th lines of the aforementioned deed from Wilbert Lepley, et ux, et al, to George P. Davis, et ux, the following four courses and distances: (16) North 60½ degrees East 256 feet to a stake on a hillside; (17) North 37-3/4 degrees West 427 feet to a stake; (18) South 88-3/4 degrees East 530 feet to a stake; (19) North 27½ degrees East 1020 feet to the place of beginning containing 64.674 acres, more or less.

This conveyance, by way of Mortgage, is made subject to a right-of-way for a road 25 feet wide over a portion of the property herein described, and is also made subject to certain timber rights retained by former owners both of which reservations are set forth and contained in a certain deed from Wilbert Lepley and others to Orain L. Twigg, and wife, dated December 5, 1950, and recorded in Liber No. 232, folio 304, special reference to which said deed is hereby made for a complete recital of said reservations.

It being the same property which was conveyed unto the said Mortgagors by Orain L. Twigg and wife, by deed dated the 13th day of August, 1954, and duly filed for record among the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor s shall pay to the said Mortgagee s the aforesaid

Forty-Five Hundred (\$4500.00) Dollars - - - - -

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor s may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee s or George R. Hughes, their duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor s. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor s to the person advertising.

AND the said Mortgagor s further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee s, the improvements on the hereby mortgaged land to an amount of at least

Forty-Five Hundred (\$4500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee s to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee s; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagor

Attest:

James R. Hughes

John O'Neill

1119 106 44-330

Gordon C. Johnson (SEAL)

Gordon C. Johnson (SEAL)

Gordon C. Johnson (SEAL)

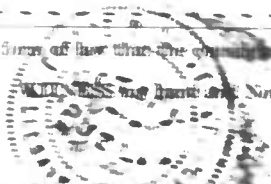
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 13th day of August, in the year 1954, before me, the undersigned, a Notary Public of the State of Maryland, and for said County personally appeared, Gordon C. Johnson and Liza Evelyn Johnson, his wife,

the within named Mortgagee, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Delbert E. Kitzmiller, one of the Mortgagees herein,

~~and made oath in due form of law that the execution of said mortgage is true and bona fide as therein set forth.~~

~~WITNESS my hand and Notarial Seal the day and year last above written.~~



Gordon C. Johnson
Notary Public

Notarized and Mailed Delivered: *[Signature]*
To: *[Signature]*
Date: *[Signature]*

FILED AND RECORDED AUGUST 16th 1954 at 11:30 A.M.

PURCHASE MONEY
This Mortgage. Made this 16th day of August,
in the year Nineteen Hundred and Fifty Four, by and between

James E. Dennison and Mary L. Dennison, his wife,
of Allegany County, in the State of Maryland,
part 1st of the first part, and

The Second National Bank of Cumberland, a national banking corporation, with its principal place of business in Cumberland
of Allegany County, in the State of Maryland,
part 2nd of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the

party of the second part in the principal sum of Five Thousand Three Hundred (\$5300.00) Dollars with interest at the rate of 4½ per cent per annum, computed monthly on unpaid balances, said indebtedness to be amortized over a 15 year period by the payment of at least Forty Dollars and 55 cents (\$40.55) per month, the first monthly payment being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment being first applied to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing there these presents are executed. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or One Hundred Dollars (\$100.00), whichever is less.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

James E. Dennison and Mary L. Dennison, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

The Second National Bank of Cumberland, its successors
~~xxxx~~ and assigns, the following property, to-wit:

All that lot, piece or parcel of ground lying and being on the westerly side of Bedford Road in Frantztown about three miles north-erly of the City of Cumberland, Allegany County, Maryland, which said parcel is more particularly described as follows, to wit:

Beginning for the same on the westerly side of Bedford Road at the beginning of the deed from George P. McCoy et ux to Sheridan L. Miles et ux dated November 15, 1926, which is recorded in Liber 154, Folio 211, one of the Land Records of Allegany County, Maryland, and running then with part of the first line of said deed North 47½ degrees West 530 feet, then South 38½ degrees West 132 feet to a point on the third line of said McCoy deed, and then with part of said third line South 47½ degrees East 472 feet, then North 38½ degrees East 78 feet, then South 47½ degrees East 58 feet to the

westerly side of Bedford Road, and then with said road North 38½ de-grees East 54 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Sheridan L. Miles et ux of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said James E. Dennison and Mary L. Dennison,
his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

The Second National Bank of Cumberland, its successors
~~xxxxxxxxxxxxxxxxxxxx~~ or assigns, the aforesaid sum of

Five Thousand Three Hundred (\$5300.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

James E. Dennison and Mary L. Dennison, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

James E. Dennison and Mary L. Dennison, his wife,
herby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

The Second National Bank of Cumberland, its successors

~~hereby covenants and assigns, or~~ Harry L. Stigmaier,
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said James E. Dennison and Mary L. Dennison, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said James E. Dennison and Mary L. Dennison, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least

Five Thousand Three Hundred (\$5300.00) Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors ~~XXX~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest:
Harry L. Stigmaier
James E. Dennison (SEAL)
MARY L. DENNISON (SEAL)
MARY L. DENNISON

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on the 16th day August,
in the year nineteen Hundred and Fifty Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

James E. Dennison and Mary L. Dennison, his wife,
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared

Joseph M. Naughton, President of the Second National Bank
of Cumberland,
the within named mortgagee, and made oath in due form of law, that the consideration is said

mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

[Signature]
Notary Public.



FILED AND RECORDED AUGUST 16" 1954 at 11:55 A.M.

This Mortgage, Made this 13TH day of AUGUST in the
Year Nineteen Hundred and fifty-four by and between
Joseph F. Reissig and Emily Marie Reissig, his wife,

of Allegany County, in the State of Maryland, part 128 of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Sixty-five Hundred & 00/100 - - - (\$6500.00) - - - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Sixty-five & 00/100 - - (\$65.00) - - - - - Dollars
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

All that lot, piece or parcel of ground lying and being
on the easterly side of LaVale Boulevard known and designated as
Lot No. 71 in LaVale Boulevard Section, LaVale, Allegany County,
Maryland, a plat of which said addition is recorded in Liber No.



137, folio 472 one of the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

beginning for the same at a point on the easterly side of LaVale Boulevard at the end of the first line of Lot No. 70 in said addition and running then with the easterly side of aforesaid LaVale Boulevard North 48 degrees 20 minutes West 50 feet, then at right angles to said LaVale Boulevard North 41 degrees 40 minutes East 150 feet to the westerly side of Garage Lane "D", then with the westerly side thereof South 48 degrees 20 minutes East 50 feet to the end of the second line of aforesaid Lot No. 70 and then reversing said second line South 41 degrees 40 minutes West 150 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Bertram K. Lazarus et al, dated the 26th day of April, 1954 and recorded among the Land Records of Allegany County, Maryland in Liber No. 258, folio 236.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500,000, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these

presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least **Sixty-five Hundred & 00/100 - - - (\$6500.00) - - - Dollars** and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereupon, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee's agent, to effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgagee under the terms and conditions herein set forth.

By consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all fees for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all government bonds that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the repair of said buildings or an increase in the amount of security; or the mortgagee may, at the option of the mortgagee, immediately mature the entire principal and interest hereon secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage, in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George W. Legge

Joseph F. Reissig (SEAL)
Joseph F. Reissig

Emily Marie Reissig (SEAL)
Emily Marie Reissig

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this 13TH day of AUGUST

in the year nineteen Hundred and Fifty - four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Joseph F. Reissig and Emily Marie Reissig, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESSE my hand and Notarial Seal the day and year aforesaid.

Gerald L. Hansen
Notary Public.

Compared and attested Delivered *MB*

To *Geo H. Goffe Esq*
L. Goffe Esq 19 *34*

FILED AND RECORDED AUGUST 16" 1954 at 11:55 A.M.

This Mortgage. Made this 13TH day of AUGUST in the
year Nineteen Hundred and fifty-four by and between

Robert W. Schaffer and Genevieve Y. Schaffer, his wife,

of Allegany County, in the State of Maryland, part 128 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.



WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Two Thousand & 00/100 - - - - - (\$2,000.00) - - - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-eight & 21/100 - - - (\$38.21) - - - Dollars
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

All the following piece or parcel of land lying and
being situated on Polish Mountain in Allegany County, Maryland, and
described as follows, to-wit:

Beginning for the same (as surveyed May 27, 1933, by Ralph
E. Wilson, civil engineer) at an iron pipe standing on the northerly
edge of the right of way of the National Highway 33 feet from the

center line thereof, said pipe also standing North 75 degrees 40 minutes East 174.7 feet from the southeasterly corner of H. W. Yonker's store and tower building, said iron pipe also standing on the division line between the lands of H. W. Yonker and the Allegheny Orchard Corporation, as established by William Harvey, civil engineer, on March 9, 1926, and running then with said division line North 11 degrees West 352 feet to an iron pipe standing on the southerly edge of Polish Mountain Road, then with said road North 57 degrees 40 minutes East 360.5 feet to an iron pipe, then South 11 degrees East 452.5 feet to an iron pipe on the southerly edge of the right of way of the National Highway, and then with said southerly edge of said highway South 74 degrees 16 minutes West 380 feet to the place of beginning, containing 3.1 acres, more or less.

Being the same property which is described in Parcel No. 12 in the deed from Chester Robinette unto Harry W. Yonkers and Genevieve A. Yonkers as joint tenants with right of survivorship dated July 17, 1945 and recorded in Liber No. 265, folio 6, Allegheny County Land Records, the said Harry W. Yonkers having heretofore departed this life leaving the said Genevieve A. Yonkers as sole owner by operation of law, the said Genevieve A. Yonkers Schaffer having now intermarried with Robert W. Schaffer, her husband.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 921 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may

hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Loege, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

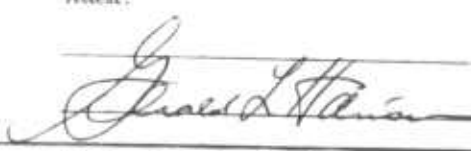
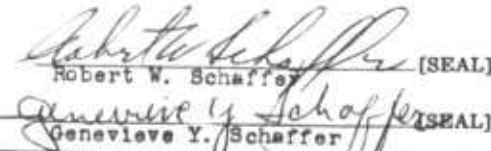
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand & 00/100 - - - - - (\$2,000.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors,

Attest:

 
Robert W. Schaffer (SEAL)
Genevieve Y. Schaffer (SEAL)

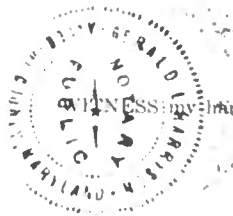
State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 13th day of AUGUST in the year nineteen Hundred and Fifty -four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Robert W. Schaffer and Genevieve Y. Schaffer, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witnessed and Notarial Seal the day and year aforesaid.

Gerald L. Harrison
Notary Public.

Filed and Recorded August 16, 1954 at 2:35 P.M.

FILED AND RECORDED AUGUST 16" 1954 at 2:35 P.M.

This Mortgage. Made this fourteenth day of August,
in the year one thousand nine hundred and fifty-four, by and between
GEORGE W. HOLLER and URSULA C. HOLLER, his wife,
of Allegany County, State of
Maryland, of the first part, and MILTON E. PRITTS,
of Garrett County,
State of Maryland, of the second part, WITNESSETH:

Whereas, the said parties of the first part have this day executed and delivered unto the said party of the second part their certain joint and several promissory note for the sum of Five Thousand Dollars (\$5,000.00), payable to the order of the said party of the second part in consecutive monthly installments of not less than Forty Dollars (\$40.00) each, commencing November 15, 1954, and continuing monthly thereafter until the full amount thereof shall have been paid, with interest from date at the rate of four per cent (4%) per annum, payable monthly, said note being given for money this day loaned to said parties of the first part by said party of the second part; it being a condition precedent to the lending of said sum of money and the acceptance of said note that this mortgage lien should be executed as security therefor.

IT IS AGREED that upon default in the payment of any one of the installments above provided, the full amount then unpaid shall, at the option of the party of the second part, become due and demandable, and that failure to exercise this option shall not constitute a waiver of the right to exercise the same at some future time.

Now Therefore, In consideration of the premises, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do

bargain, sell, give, grant, convey, release and confirm unto the said party of the second part, his

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the North side of an unnamed 40-foot street on the John Poorbaugh Farm, in Corriganville, in Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for the same at an iron stake standing on the north side of an unnamed 40-foot street, said stake also stands South 85° and 30' West, 100 feet from the end of the first line of that lot conveyed by John N. Poorbaugh, et ux., to Earl E. Clites, et ux., by deed dated May 29, 1950, and recorded in Liber No. 232, folio 433, one of the Land Records of Allegany County, and running thence with the said North side of the 40-foot street (Magnetic Bearings as of 1945 and with Horizontal Measurements), South 83° and 52' West, 100 feet to an iron stake; thence leaving the said 40-foot street at a right angle, North 6° and 8' West, 125 feet to an iron stake; thence North 83° and 54' East, 103.6 feet to an iron stake; and South 4° and 30' East, 125 feet to the beginning.

The above property is the same which was conveyed to the said parties of the first part by deed from John N. Poorbaugh, et ux., dated March 26, 1954, and recorded in Liber J.E.B. No. 258, folio 377, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, That if the said parties of the first part, their heirs, executors, administrators, or assigns, do and shall pay to the said party of the second part, his heirs, executors, administrators, or assigns, the aforesaid principal sum of Five Thousand Dollars (\$5,000.00), together with the interest thereon, when and as the same shall become due and demandable, according to the words, tenor and effect of said promissory note,

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property; all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in the payment of the mortgage debt aforesaid or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once be due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his heirs, executors, administrators and assigns, or E. R. Jones and/or Lewis R. Jones, his or their duly constituted attorneys or agents are hereby

authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland,

which terms shall be for cash, and the proceeds arising from such sale to apply, first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of ten percent to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half said commissions and other expenses incurred shall be allowed and

paid as costs by the mortgagor **s**, their representatives, heirs or assigns; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said **parties of the first part, their** heirs or assigns.

And the said **parties of the first part**

Further covenant to insure forthwith, and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee **his heirs** or assigns, the improvements on the hereby mortgaged land, to the amount of at least

Five Thousand

dollars, and cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee

his

heirs or assigns, to the extent of **his** or their lien or claim thereunder, and to place such policy or policies forthwith in possession of the mortgagee, otherwise said party of the second part may **his** option effect said insurance, and collect the premium or premiums paid therefor, with interest thereon as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

Witness, the hands and seals of said mortgagors :

Attest:

Geraldine L. Knox
Geraldine L. Knox

George W. Holler [SEAL]
George W. Holler
Ursula C. Holler [SEAL]
Ursula C. Holler

State of Maryland, Garrett County, to-wit:

On this **14th** day of **August**, 19**54**, before me,

Geraldine L. Knox, the undersigned officer personally appeared

George W. Holler and Ursula C. Holler, his wife,

known to me to be the persons whose names are subscribed to the within instrument and acknowledged that **they** executed the same for the purposes therein contained. And at the same

time before me personally appeared **Milton E. Pritts**, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the holder of the same.



Geraldine L. Knox
Geraldine L. Knox, Notary Public

FILED AND RECORDED AUGUST 16th 1954 at 11:30 A.M.

This release of mortgage, made this 10th day of August, 1954, by Jacob Mills, party of the first part, and Sheridan L. Miles and Nellie L. Miles, his wife, parties of the second part.

Whereas, the said Jacob Mills is the holder of a mortgage from Sheridan L. Miles and Nellie L. Miles, his wife, to Jacob Mills dated November 16, 1945 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 177, folio 553.

And whereas, the said Sheridan L. Miles and Nellie L. Miles, his wife, having fully paid and satisfied the said mortgage, are entitled to have the property thereby affected released from the operation and effect thereof.

Wherefore now this release witnesseth, that for and in consideration of the premises and the sum of one dollar, the said Jacob Mills does hereby release the said mortgage and grant the property thereby affected unto the said Sheridan L. Miles and Nellie L. Miles, his wife, to be held by them in the same manner as if the said mortgage had never been made.

Witness the hand and seal of the said releasor.

Jacob Mills (SEAL)
JACOB MILLS

WITNESS:

Sheridan L. Miles

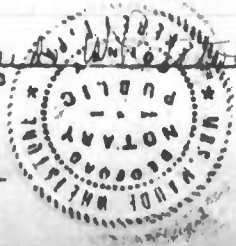
STATE OF PENNSYLVANIA
COUNTY OF BEDFORD to-wit:

I HEREBY CERTIFY, That on this 10th day of August, 1954, before me, the subscriber, a Notary Public of the State of Pennsylvania in and for the County aforesaid, personally appeared Jacob Mills and acknowledged the foregoing release of mortgage to be his act. Witness my hand and Notarial Seal.

Mrs. Maude Whetstone
Notary Public

Mrs. Maude Whetstone, Notary Public
EVERETT, PENNA.
My Commission Expires 2/6/55

My Commission Expires _____



FILED AND RECORDED AUGUST 17th 1954 at 2:00 P.M.**This Mortgage,** Made this 17th day of

August In the year nineteen hundred and fifty-four, by and between Julie E. Bobo, widow, and Charles A. Bobo and Jean E. Bobo, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Julie E. Bobo, widow, and Charles A. Bobo and Jean E. Bobo, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Ten Hundred Seventy-Five (\$1075.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Julie E. Bobo, widow, and Charles A. Bobo and Jean E. Bobo, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that parcel of land being Lots Numbers 687 and 688 Forest Avenue and Lots Numbers 750 and 751 Trenton Street, Section B as shown on Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland, Maryland, and more particularly described as follows:

BEGINNING at a point on the Westerly side of Forest Avenue, at the end of the first line of Lot No. 686, then running with the Westerly side of Forest Avenue, North 18 degrees 55 minutes East 40 feet, then North 36 degrees 30 minutes West 125 feet, more or less, to the Easterly line of Lot No. 752, then South 18 degrees 55 minutes West 33 feet, more or less, to the Northerly line of Lot No. 751, then North 71 degrees 5 minutes West 100 feet to the Easterly side of Trenton Street, then with the Easterly side of Trenton Street, South 18 degrees 55 minutes West 80 feet to the Northerly line of Lot No. 749, then South 71 degrees 5 minutes East 200 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Frederick A. Puderbaugh, Trustee, and wife, by deed dated the 8th day of March, 1947, and recorded in Liber No. 213, folio 682, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Ten Hundred Seventy-Five (\$1075.00) dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this Mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum

of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said **The Liberty Trust Company**, its successors and assigns, or **George R. Hughes**, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Ten Hundred Seventy-Five (\$1075.00) - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Thomas L. Kerch

Julia E. Bobo (SEAL)
Julie E. Bobo

Charles A. Bobo (SEAL)
Charles A. Bobo

Jean E. Bobo (SEAL)
Jean E. Bobo

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 17th day of August In the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Julie E. Bobo, widow, and Charles A. Bobo and Jean E. Bobo, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year



James M. Loeber
Notary Public

FILED AND RECORDED AUGUST 17" 1954 at 12:30 P.M.

PURCHASE MONEY

This Mortgage, Made this 17th day of August in the year Nineteen Hundred and Fifty-Four, by and between

John F. Peach, Jr. and Katherine M. Peach, his wife,

of Allegany County, in the State of Maryland part ies of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, with its principal place of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Whereas, the said John F. Peach, Jr. and Katherine M. Peach, his wife,

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just and full sum of Twelve Thousand and Five Hundred and no/100----- Dollars (\$ 12,500.00), to be paid with interest at the rate of five per cent (5 %) per annum, to be computed monthly on unpaid balances, in ^{240 monthly} payments of at least Eighty-Two & 50/100----- Dollars (\$ 82.50) per month ^{including} interest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accrued thereon, is paid in full, to secure which said principal, together with the interest accruing thereon, these presents are made.

And ~~whereas~~, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said John F. Peach, Jr. and Katherine M. Peach, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit:

All those lots, pieces or parcels of ground situated, lying and being on the Southerly side of Camden Avenue, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 11 and the Westerly one-half of Lot No. 10 in Gates Addition to Cumberland, Maryland, a plat of which said Addition is recorded in Plat Book No. 1, folio 25, among the Land Records of Allegany County, Maryland, and which said property is particularly described as follows:

BEGINNING for the same at a stake standing on the Southerly side of Camden Avenue, distant South 66 degrees and 10 minutes West 696 feet from the turn in Camden Avenue at the division line between Lots Nos. 1 and 2 in said Addition, said stake being also at the end of the third line of a certain deed from J. Gladstone Wilson, et ux, to Richard G. DuVall, et ux, dated July 1, 1937, and recorded in Liber 178, folio 187, one of the Land Records of Allegany County, Maryland, and running thence with Camden Avenue and with part of the fourth line of said deed North 66 degrees 10 minutes East 75 feet to a stake; thence at right angles to said Camden Avenue, South 23 degrees 50 minutes East 150 feet to a stake standing on the Northerly side of a 16 foot alley at the end of 75 feet on the second line of said Wilson to DuVall deed, thence with the remainder of the second and all of the third lines thereof, South 66 degrees 10 minutes West 75 feet, and North 23 degrees 50 minutes West 150 feet to the place of beginning.

It being the same property which was conveyed unto the said John F. Peach, Jr. and Katherine M. Peach, his wife, by deed dated May 8th, 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage, said deed being from Richard G. DuVall and Esther L. DuVall, his wife.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said John F. Peach, Jr. and Katherine M. Peach, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Twelve Thousand and Five Hundred----- Dollars (\$ 12,500.00) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

John F. Peach, Jr. and Katherine M. Peach, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

John F. Peach, Jr. and Katherine M. Peach, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or

F. Brooke Whiting

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs

or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said John F. Peach, Jr. and Katherine M. Peach, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said John F. Peach, Jr. and Katherine M. Peach, his wife

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Twelve Thousand and Five Hundred----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest:

Ethel McCarty

John F. Peach, Jr. (SEAL)

Katherine M. Peach (SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 16th day of August in the year nineteen Hundred and Fifty -four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

John F. Peach, Jr. and Katherine M. Peach, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumberland, Maryland.

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said

Marcus A. Naughton further made oath in due form of law that he is the Vice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumberland, Maryland and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Ethel McCarty
Ethel McCarty-----Notary Public.

Compared and Mailed Delivered *ms*

To *Mortgage City*
Stu 9 1954

LIBER 306 PAGE 348

FILED AND RECORDED AUGUST 17th 1954 at 2:00 P.M.
THIS SUPPLEMENTAL MORTGAGE, Made this *19th* day of

August, 1954, by Martha L. McKenzie, widow, of Allegany County, in the State of Maryland, hereinafter called the Mortgagor, and The Liberty Trust Company, Cumberland, Maryland, hereinafter called the Mortgagee.

WHEREAS, by Mortgage dated the 22nd day of October, 1947, and recorded in Liber No. 201, folio 522, one of the Mortgage Records of Allegany County, which said Mortgage was executed to secure the principal indebtedness of Fifty-Eight Hundred Fifty (\$5850.00) Dollars, together with the interest thereon at the rate of Four (4%) per centum per annum, and which Mortgage constitutes a lien upon the property known as all that lot, piece, or parcel of ground situate, lying and being on the Northwesterly side of Woodlawn Terrace in the City of Cumberland, Allegany County, Maryland, being known and designated as the Southeasterly 45 feet of Lot No. 132 in Gephart's Bedford Street Addition; and which said Mortgage was executed by Raymond V. McKenzie and Martha L. McKenzie, his wife, and the said Raymond V. McKenzie has since departed this life, thus vesting the complete title in and to said property unto his widow as the survivor.

WHEREAS, the said Mortgagor has requested of the said Mortgagee that the terms of the payments of this mortgage be changed and that said Mortgage be extended for a further period in order to relieve the said Mortgagor from the amount of the present monthly payments which are burdensome by reducing the amount thereof, all in order to prevent further defaults thereunder.

NOW, THEREFORE, in consideration of the premises, the said Mortgagee does hereby covenant and agree with the said Mortgagor that the term of said Mortgage shall be extended for a period of Six years Nine months from the 1st day of September, 1954, thus making the final payment under the extended terms of said Mortgage due and payable on the 1st day of August, 1971, and the monthly payments on said Mortgage, which payments shall include interest and principal at the rate aforesaid, shall be in the amount of not less than Twenty-Six and 55/100 (\$26.55) Dollars each, the first of said payments to be made on the 1st day of September, 1954, and continuing on the first day of each month thereafter until the principal and interest are fully paid.

The present unpaid balance of the said Mortgage is Forty-Three Hundred Eighty (\$4380.00) Dollars.

The said Mortgagors do hereby covenant and agree to

make the payments promptly as aforesaid, and it is further agreed by and between the parties hereto that, with the exception of the changes of the terms of payment as above set forth, all of the other terms and conditions of the original Mortgage between the parties hereto, shall remain in full force and effect.

WITNESS the hand and seal of the said Mortgagor the day and year above written, and IN WITNESS WHEREOF, the said Mortgagee has caused these presents to be signed by its President, with its Corporate Seal hereto affixed, all duly attested by its Secretary on the day and year above written.

WITNESS:

Martha L. McKenzie (SEAL)
Martha L. McKenzie

James A. Piper

THE LIBERTY TRUST COMPANY

ATTEST:

By James A. Piper
President

James A. Piper
Secretary

STATE OF MARYLAND
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 13th day of August, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Martha L. McKenzie, widow, and she acknowledged the foregoing instrument of writing to be her act and deed, and at the same time also personally appeared Charles A. Piper, President of The Liberty Trust Company, and as such acknowledged the foregoing instrument of writing to be the act and deed of said corporation.

WITNESS my hand and Notarial Seal on the day and year above written.

James M. Dorley
Notary Public

FILED AND RECORDED AUGUST 17th 1954 at 1:10 P.M.

THIS DEED OF RELEASE OF MORTGAGES, Made this 6th day .
of August, 1954, by and between The Allegany Building,
Loan and Savings Company of Cumberland, Maryland, a corporation
fully created and existing under the Laws of the State of Maryland,
party of the first part, and Edward L. Gates and Helen Gertrude
Gates, his wife, of Allegany County, Maryland, parties of the
second part,

WITNESSETH:

WHEREAS, the party of the first part is the
owner holder of three certain mortgages given to it by the said
parties of the second part hereto, on the property hereinafter
particularly described as well as on other property, dated re-
spectively July 14, 1944, September 28, 1946, and October 19, 1948,
and recorded respectively in Liber 170, folio 599; Liber 186, folio
701; and Liber 217, folio 245 among the Mortgage Records of Allegany
County, Maryland; and

WHEREAS, the said parties of the second part
have substantially reduced the total of the principal mortgage
indebtedness and have requested the party of the first part to
release from the operation of said mortgages the property hereby
described and conveyed and the party of the first part hereto has
consented so to do.

NOW, THEREFORE, in consideration of the premises and the
sum of One Dollar (\$1.00) in hand paid by the parties of the second
part to the said party of the first part, the receipt of which is
hereby acknowledged, the said party of the first part does hereby
release the lien of its three said mortgages and grants unto the
parties of the second part, all that lot, piece or parcel of ground
situated on the North side of Green Street in the City of Cumberland,
Allegany County, Maryland, and more particularly described as
follows, to-wit:

BEGINNING for the same at a chiseled point "X" standing
on the North side of Green Street, from which the point of centre
line of the partition wall (between house Nos. 503 and 505 of the
double dwelling that stands on parcel of ground conveyed by John
Schilling, et al., to Edward Gates by a deed dated the 1st day
of March, 1882, and recorded in Liber No. 57, folio 563, one
of the Land Records of Allegany County, Maryland,) stands at right
angles to the lot line, which is also parallel to the curb line,
assuming the curb line to be a bearing of North 70 degrees and

THIRTY-ONE AND NO/100 - - - - - Dollars,
 (\$31.00) commencing on the 10th. day of September , 1954
 and on the 10th. day of each month thereafter until the principal and interest are
 fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due
 and payable on the 10th. day of August , 1956 . Privilege is reserved to prepay at
 any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible
 at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand
 paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
 together with the interest thereon, the said parties of the first part - - - - -

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The
 Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and
 assigns, in fee simple, the following described property, to-wit:

ALL that real estate situated in the town of Barton, Allegany County, Mary-
 land, and more particularly known as Lots Nos. Twenty-eight (28) and Twenty-nine (29)
 on North Railroad Street. The said Lot No. 28 being described as beginning at a
 stake at the end of the first line of Lot No. 27 and running thence, North 45 degrees
 30 minutes East 50 feet to a stake, thence North 44 degrees 30 minutes West 164 feet
 to Georges' Creek and with it to the end of the second line of Lot No. 27, thence
 South 44 degrees 30 minutes East 176 feet to the beginning. The said Lot No. 29
 being described as beginning at a stake at the end of the first line of Lot No. 28
 and running thence, North 45 degrees 30 minutes East 50 feet to a stake, thence
 North 44 degrees 30 minutes West 156 feet to Georges' Creek, and with it to the end
 of the second line of Lot No. 28, thence South 44 degrees 30 minutes East 164 feet
 to the place of beginning.

BEING the same property which was conveyed to the said James D. Pollock and
 Alice Pollock, his wife, by deed from Edward L. Pollock, dated June 17, 1937 and
 recorded in Liber No. 179, folio 49, one of the Land Records of Allegany County,
 Maryland. Special reference is hereby made to said deed for a further description
 of said property.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,
 privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee,
 its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and
 shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with
 the interest thereon, as and when the same shall become due and payable, and in the meantime does
 and shall perform all the covenants herein on his part to be performed, then this mortgage shall be
 void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mort-
 gator may retain possession of the mortgaged property, upon paying in the meantime, all taxes,
 assessments and public liens levied on said property, all which taxes, mortgage debt and interest

thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

SEVEN HUNDRED AND NO/100 - - - - - (\$ 700.00) Dollars
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties

40 minutes West, and running thence with vernier readings reduced to Magnetic bearings and horizontal measurements, and at right angles to the curb line, North 19 degrees and 20 minutes East 18.5 feet to the centre point of partition wall on the South side of said dwelling; thence with centre of partition wall, North 19 degrees and 55 minutes East 28.3 feet; thence at right angles to the left, North 70 degrees and 25 minutes West 3 inches; thence with the centre of a double partition wall, North 19 degrees and 55 minutes East 15.2 feet to the North edge of said double dwelling; thence leaving the dwelling and running North 2 degrees and 7 minutes East 16.8 feet to a stake; thence South 70 degrees and 40 minutes East 28 feet to a stake standing on the West division line of parcel of ground conveyed by Catherine Weise to Ralph S. Thomas by a deed dated the 10th day of May, 1933, and recorded in Liber No. 169, folio 341, one of the Land Records of said Allegany County; thence with said division line, North 12 degrees and 5 minutes East about 69.6 feet to a point on the South side of an alley; thence with said alley, North 71 degrees and 40 minutes West about 56 feet to a point on the division line of an adjoining property; thence with said division line, South 11 degrees and 42 minutes West 148 feet to the dividing stone wall on the North side of Green Street; thence with the North side of Green Street, South 70 degrees and 40 minutes East 23.6 feet more or less to the place of beginning.

BEING the same property conveyed unto the said Edward L. Gates by Edward Gates, widower, by a deed dated July 14, 1944, and recorded in Liber 200, folio 610, one of the Land Records of Allegany County, Maryland.

TO HAVE AND TO HOLD said property unto the said Edward L. Gates and Helen Gertrude Gates, his wife, to be held by them in the same manner as if the said mortgages had never been made against the property so particularly described but said three mortgages to remain valid and existing liens on the other properties described in them in the same manner as if this Release had never been executed.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed in its name by its President and its Corporate Seal to be hereto attached, duly attested by its Secretary, all on the day and date first above written.



THE ALLEGANY BUILDING, LOAN AND
SAVINGS COMPANY OF CUMBERLAND,
MARYLAND,

[Signature]
AMICK, SECRETARY.

By *[Signature]*
DOROTHY S. AMICK, PRESIDENT.

STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 6th day of August, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County aforesaid, personally appeared Dorothy S. Amick, President of The Allegany Building, Loan and Savings Company of Cumberland, Maryland, and acknowledged the foregoing Deed of Release of Mortgages to be the act and deed of said Company.

WITNESS my hand and Notarial Seal the day and date last above written.

[Signature]



Compared and Mailed Delivered *MB*
To *Mortgage Co. Frostburg Md*
Sept 9 19 *54*

FILED AND RECORDED AUGUST 17" 1954 at 10:20 A.M.

This Mortgage. Made this 13th day of August in the year

Nineteen Hundred and Fifty-four by and between

JAMES D. POLLOCK and ALICE POLLOCK, his wife,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of SEVEN HUNDRED AND NO/100 - - - - - Dollars

(\$700.00) with interest at the rate of six per centum (6%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of



hereto.

WITNESS the hand and seal of said mortgagee.

ATTEST:

Ralph M. Face
Ralph M. Face
Ralph M. Face
Ralph M. Face

James D. Pollock (SEAL)
JAMES D. POLLOCK
Alice Pollock (SEAL)
ALICE POLLOCK

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Herby Certify, That on this 13th. day of August in the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

JAMES D. POLLOCK and ALICE POLLOCK, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared *G. Alvin Kreiling* ~~Wesley B. Bess~~ Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said *G. Alvin Kreiling* ~~Wesley B. Bess~~ did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.



Ralph M. Face
Ralph M. Face, Notary Public

Corroborated and Mailed Date *Aug 13*
To *Notary Frostburg*
File 7

FILED AND RECORDED AUGUST 17th 1954 at 10:20 A.M.

THIS PURCHASE MONEY MORTGAGE, Made this 13th. day of August, 1954, by and between BORDEN SHAFT VOLUNTEER FIRE COMPANY NO. 1, INC., party of the first part, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, party of the second part, both corporations duly incorporated under the Laws of the State of Maryland.

WITNESSETH:

WHEREAS, the party of the first part now stands indebted unto the party of the second part in the full and just sum of FIVE THOUSAND TWO HUNDRED (\$5,200.00) DOLLARS with interest at six per centum (6 %) per annum as is evidenced by a promissory note of the party of the first part of even date herewith for said sum of FIVE THOUSAND TWO HUNDRED (\$5,200.00) DOLLARS, payable to the party of the second part ONE (1) YEAR after date with interest payable quarterly.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part does hereby give, grant, bargain and sell, release, convey and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, its successors and assigns, in fee simple, the following property, to-wit:

FIRST PARCEL: All the surface of all that tract or parcel of land lying and being in Election District No. 19 in Allegany County, Maryland, situate in the Village of Shaft, and on the Northeasterly side of the county road leading from Shaft to Midlothian, which is more particularly described as follows:

BEGINNING at an iron pipe stake standing near the Easterly gatepost giving access to the herein conveyed land, and on the Northerly edge of the aforementioned road leading from Shaft to Midlothian, the said beginning point also stands North 61 degrees 8 minutes West 105.04 feet from survey station "B", (a lead plug embedded in the top of the concrete road culvert at the junction of the aforementioned road and the county road which leads to Carlos) thence, from said beginning point, generally following a wire fence line and the Northerly and Easterly bounds of the said Midlothian Road the six following courses and distances: North 60 degrees 28 minutes West 99 feet; North 44 degrees 2 minutes West 22.65 feet; North 14 degrees 38 minutes West 46.74 feet; North 2 degrees 43 minutes West 31.86 feet; North 24 degrees 51 minutes East 69.42 feet and North 29 degrees 30 minutes East 29 feet; thence leaving the bounds of the said county road, and with the Southerly bounds of a 15 foot alleyway, South 61 degrees 28 minutes East 176.14 feet; thence generally with a wire fence line the following two courses and distances, South 33 degrees 48 minutes West 30 feet and South 29 degrees 45 minutes West 139.72 feet to the point of beginning, containing 0.91 acres, more or less.

BEING the same property which was conveyed to the party of the first part herein by deed from Borden Mining Company, dated March 13, 1954 and recorded in Liber No. 257, folio 302, one of the Land Records of Allegany

County, Maryland.

SECOND PARCEL: All the surface of all that tract or parcel of land lying and being in Allegany County, Maryland, situate in Election District No. 19 in the Village of Borden Shaft on the Southwest side of the County Road which leads from Borden Shaft to Carloe and which is more particularly described as follows:

BEGINNING for the same at a point in the center of said County Road, said point being North 85 degrees 55 minutes West 20 feet from the center of a bridge on said County Road over George's Creek, and being also North 15 degrees 26 minutes East of a lead plug in the Southwestly wing wall of said bridge, thence South 15 degrees 26 minutes West 160 feet along Westerly side of George's Creek, then leaving George's Creek North 85 degrees 55 minutes West 102.92 feet, thence North 8 degrees 53 minutes East 158.95 feet to the center line of before mentioned County Road, thence with centerline thereof South 85 degrees 55 minutes East 119 feet to the place of beginning; containing in all 0.4 acres more or less.

BEING the same property which was conveyed to the party of the first part herein by deed from Borden Mining Company, dated the 29th day of July, 1954 and intended to be recorded among said Land Records of Allegany County, Maryland, simultaneously with this Mortgage which is executed to secure a part of the purchase price of the above described property and is therefore a PURCHASE MONEY MORTGAGE. Although said deed is dated as above noted it was, nevertheless, not delivered until the execution of this Mortgage and both instruments are a part of one simultaneous transaction.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said party of the first part, its successors or assigns, do and shall pay to the said party of the second part, its successors or assigns the aforesaid sum of Five Thousand Two Hundred (\$5,200.00) Dollars, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and

these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns or Albert A. Doub, ite, his, her or their duly constituted attorney or agent, ers hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party of the first part, its successors or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, the party of the first part, its successors or assigns.

AND the said mortgagor, the party of the first part, further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee, the party of the second part, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand Two Hundred (\$5,200.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the party of the second part, the mortgagee herein, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the corporate name of Borden Shaft Volunteer Fire Company No. 1, Inc., and the signature of its President, duly attested by its Secretary, with the corporate seal attached, the day and year first above written.

BORDEN SHAFT VOLUNTEER FIRE COMPANY NO. 1, INC.

BY

Ed McNeil
PRESIDENT

ATTEST:

Raymond Hamant
SECRETARY



LAW OFFICE OF
ALBERT A. DOUB
CUMBERLAND, MD.

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY, that on this 13th day of August, 1954, before me, the subscriber, a Notary Public of the State of Maryland in and for Allegany County aforesaid personally appeared Leo McNeil, President of Borden Shaft Volunteer Fire Company No. 1, Inc., and acknowledged the foregoing Mortgage to be the act and deed of said corporation, and he further made oath that he is the President of said corporation and duly authorized by it to make this acknowledgment; and at the same time, before me also personally appeared G. Alvin Kreiling, Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said G. Alvin Kreiling did further in like manner make oath that he is the Treasurer, and agent for said corporation and is duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

Ralph M. Pace
Ralph M. Pace

NOTARY PUBLIC



Compared and United Individed 1954
To Notary City
Sept 9

FILED AND RECORDED AUGUST 17" 1954 at 10:35 A.M.

This Mortgage, Made this 16th day of August,
in the year Nineteen Hundred and Fifty-four _____, by and between

GEORGE O. BUTTS and MARGARET M. BUTTS, his wife,

of Allegany _____ County, in the State of Maryland.

part 1st of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND,
a national banking corporation, having its principal office in the
City of Cumberland,

38X Allegany _____ County, in the State of Maryland.



party of the second part, WITNESSETH:

Whereas, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of SEVEN THOUSAND DOLLARS (\$7,000.00) with interest from date at the rate of six per cent (6%) per annum, and which said sum the said parties of the first part covenant and agree to pay in an installment of not less than \$59.06 beginning on the 16th day of September, 1951, and a like and equal installment of not less than \$59.06 on the said day of each and every month thereafter until the whole of said principal and interest is paid.

The entire unpaid principal debt together with the interest due thereon shall become due and payable to the party of the second part ten (10) years from the date of this mortgage.

Monthly payments aforesaid shall be applied, first to the payment of interest, and, secondly, to the payment of the principal of the mortgage indebtedness.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-

of, together with the interest thereon, ~~xxxxx~~ and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the said party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage ~~xxxxx~~ indebtedness and not exceeding in aggregate the sum of Five Hundred Dollars (\$500.00), and not to be made in an amount which would cause the principal indebtedness to exceed the original amount thereof and to be used for paying the cost of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do hereby give, grant, bargain and sell, release, convey and confirm unto the said party of the second part, its successors and assigns, the following property, to wit:

All that lot, piece or parcel of ground lying and being on the East side of Polk Street, in the City of Cumberland, Allegany County, Maryland, being a part of Lot No. 6 in Blocher's Addition to Cumberland, and being the Southerly half of the rear half of said Lot No. 6 which fronts on Polk Street, said rear half of said Lot No. 6 being marked Part 3 on a plat filed in No. 1,826 Equity, in the Circuit Court for Allegany County, Maryland, and recorded in Judgment Records, Liber No. 19, folio 257, of said Allegany County, the said Southerly half of said Part No. 3 hereby conveyed being described as follows:

BEGINNING for the same on the East side of Polk

Street at the end of the second line of Lot No. 5 in said Addition to Cumberland, and running thence reversing said second line, South 65 degrees East 80 feet to the end of the third line of the first part of said Lot No. 6 formerly owned by Walter Grant Morris; then reversing said third line and the same extended North 25 degrees East 25 feet; then North 65 degrees West 80 feet to Polk Street; then with part of the third line of said Lot No. 6 and the East side of Polk Street, South 25 degrees West 25 feet to the place of beginning.

IT BEING the same property conveyed by Ella F. Richards, widow, to George O. Butts and Margaret M. Butts, his wife, by deed dated December 8, 1944, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 202, folio 415.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors and assigns,

~~xxxxx~~ the aforesaid sum of Seven Thousand Dollars (\$7,000.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable. or of any installment aforesaid
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns,

~~this, his or their~~ or Matthew J. Mullaney, its
~~this, his or their~~ duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and
assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Thousand Dollars (\$7,000.00) Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors ~~and~~ or assigns, to the extent of its ~~their~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest:

P. V. J. J.

George O. Butts [SEAL]
George O. Butts

[SEAL]

Margaret M. Butts [SEAL]
Margaret M. Butts

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 16th day of August,
in the year nineteen Hundred and Fifty-four _____, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

GEORGE O. BUTTS and MARGARET M. BUTTS, his wife,
and they _____ acknowledged the foregoing mortgage to be _____ their
act and deed; and at the same time before me also personally appeared A. W. TINDAL,
President of The First National Bank of Cumberland,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth; and he further made oath in
due form of law that he is the President of said bank and is duly
authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Hazel N. Giden
Notary Public.
My Commission expires May 2, 1955

Compared and Mailed Delivered 10/13
To Judge and Baran 10/2
1954

FILED AND RECORDED AUGUST 17" 1954 at 10:35 A.M.

PURCHASE MONEY

This Mortgage, Made this seventeenth day of July,
in the year Nineteen Hundred and Fifty-four _____, by and between

ROBERT L. CASSIDY and MARY LOU CASSIDY,
his wife,

of Allegany _____ County, in the State of Maryland,
parties of the first part, and THE FIRST NATIONAL BANK OF MOUNT SAVAGE,
MARYLAND, a national banking corporation, having its principal office
in Mount Savage,

of Allegany _____ County, in the State of Maryland,
parties of the second part, WITNESSETH:

Whereas, the parties of the first part are justly and bona fide indebted unto the said party of the second part in the full and just sum of TWENTY SEVEN HUNDRED DOLLARS (\$2,700.00) with interest from date at the rate of four and one-half per cent (4½%) per annum, and which said sum the said parties of the first part covenant to pay in equal monthly installments of \$27.99 on account of interest and principal, beginning on the 12th day of August, 1954 and continuing on the same day of each and every month thereafter until the whole of said principal and interest is paid. Said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness ~~at the maturity thereof~~, together with the interest thereon, ~~thereon~~, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of FIVE HUNDRED DOLLARS (\$500.00), and not to be made in an amount which would cause the principal indebtedness to exceed the original amount thereof and to be used for paying the cost of any repairs, alterations or improvements ~~herein and assigns, the following property, to wit:~~ to the hereby mortgaged premises, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to wit:

All that lot or parcel of land situate, lying and being in the Town of Mount Savage, Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at the beginning corner of a deed, Union Mining Company to Henry Mullaney, said deed bearing date of the 16th day of August, 1901, and recorded in Liber No. 90, folio 106 of the Land Records of Allegany County, Maryland, and running thence with the fourth line of said deed, reversed, allowing for variation, South 20 degrees 51 minutes East 154.5 feet to a peg standing on line;

and running thence from said peg, North 69 degrees 26 minutes East 44.7 feet to a peg; thence North 24 degrees 09 minutes West 157.0 feet to a peg standing on the east side of Foundry Row Street; and running thence with said Street, South 67 degrees 20 minutes West 36.0 feet to the place of beginning, containing .15 acres of land.

Said lot is improved by one of the Foundry Row Street swellings, house No. 126.

IT BEING the same property conveyed by Edna Hice widow, to Robert L. Cassidy and Mary Lou Cassidy, his wife, by deed dated the 14 day of July, 1954, and to be recorded among the Land Records of Allegany County, Maryland, at the same time as the recording of these presents; said deed, though dated as above, was delivered at the same time as the delivery of this mortgage, both being part of one simultaneous transaction, the mortgage being given to secure a part of the purchase price of the property herein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors and assigns,

~~the aforesaid sum of TWENTY SEVEN HUNDRED~~
DOLLARS (\$2,700.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said Party of the second part, its successors and assigns,

~~do hereby authorize and empower~~ or Matthew J. Mullaney, its ~~lawfully constituted attorney or agent~~, are hereby authorized and empowered; at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty Seven Hundred Dollars (\$2,700.00)

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ~~or~~ assigns, to the extent of its ~~lien~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagors

Attest:
James W. Poland
James W. Poland

Robert L. Cassidy [SEAL]
Robert L. Cassidy

[SEAL]

Mary Lou Cassidy [SEAL]
Mary Lou Cassidy

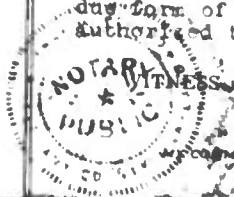
[SEAL]



State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this seventeenth day of July,
in the year nineteen Hundred and Fifty-four _____, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

ROBERT L. CASSIDY and MARY LOU CASSIDY, his wife,
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared RAYMOND L.
HIM ELWRIGHT, Cashier of The First National Bank of Mount Savage,
Maryland,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth; and he further made oath in
due form of law that he is the Cashier of said bank and is duly
authorized to make this affidavit.



Witness my hand and Notarial Seal the day and year aforesaid.

Harry W. Island
Notary Public.

*Compared and found correct
to original by [illegible]
[illegible]*

FILED AND RECORDED AUGUST 17" 1954 at 10:35 A.M.

PURCHASE MONEY

This Mortgage, Made this 17th day of July,
in the year Nineteen Hundred and Fifty-four _____, by and between

RICHARD W. TREVASKIS, JR. and MARION H. TREVASKIS,
his wife,
of Allegany _____ County, in the State of Maryland,
parties of the first part, and FRANK DIAMOND and VERONICA C. DIAMOND, his
wife,

of Allegany _____ County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the parties of the first part are justly and bona fide indebted unto the parties of the second part in the full and just sum of THREE THOUSAND DOLLARS (\$3,000.00), payable one year after date to the order of the parties of the second part, together with interest thereon at the rate of five per cent (5%) per annum, payable semi-annually, and which said sum of money together with the interest thereon as aforesaid the said parties of the first part covenant and agree to pay as and when the same shall be due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All the following described lots or parcels of land lying and being in the City of Cumberland, Allegany County, State of Maryland, and more particularly described as follows:

FIRST: All that parcel of land being a part of Lot No. 6 on the plat of the property of "Thruston Heirs and J. B. Ford", as recorded among the Land Records of Allegany County, Maryland, in Liber No. 43, folio 704 and described as follows:

BEGINNING for the part of said Lot No. 6 hereby intended to be conveyed at a point on the Easterly side of Front Street distant one foot from the beginning of the whole Lot No. 6, and distant one foot in a Northerly direction from the Northwest corner of Lot No. 5, on said plat, and running with Front Street North 17 degrees

West 24 feet to Shinbone Alley, then with said Alley North 41-1/2 degrees East 41 feet, then South 54 degrees 30 minutes East 57 feet and 5 inches, then by a straight line to the place of beginning.

SECOND: All that other lot of ground adjoining the land above described and described as follows:

BEGINNING for the same at a point on Shinbone Alley, at the Southwest corner of J. N. M. Brandler's lot and running thence South 41-1/2 degrees West 22 feet to the corner of Lot No. 6 above referred to on Shinbone Alley, and running with the rear line of Lot No. 6 South 54 degrees 30 minutes East 45 feet, thence running across the whole lot, at right angles with said rear line of Lot No. 6, North 35-1/2 degrees East 22 feet to the J. N. M. Brandler's lot, and with the line of his lot to the beginning.

IT BEING the same property conveyed by Frank Diamond and Veronica E. Diamond, his wife, to Richard W. Trevaskis, Jr. and Marion H. Trevaskis, his wife, by deed dated the 13th day of July, 1954, and to be recorded among the Land Records of Allegany County, Maryland, at the same time as the recordation of these presents: said deed, though dated as above, was delivered at the same time as the delivery of this mortgage, both being part of one simultaneous transaction and the mortgage being given to secure a part of the purchase price of the property herein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their

executor, administrator or assigns, the aforesaid sum of Three Thousand Dollars (\$3,000.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of
the first part

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the in-
terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,
then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said parties of the
second part, their

heirs, executors, administrators and assigns, or Matthew J. Mullaney,
~~his, her or~~ their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
berland, Maryland which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then

measured or not; and as to the balance, to pay it over to the said parties of the first
part, their

heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

Witness, the hand and seal of said mortgagors

Matthew J. Mullaney

Richard W. Trevaskis, Jr. [SEAL]
Richard W. Trevaskis, Jr.

Marion H. Trevaskis [SEAL]
Marion H. Trevaskis

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 1st day of July,
in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
RICHARD W. TREVASKIS, JR. and MARION H. TREVASKIS,
his wife,
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared FRANK DIAMOND,
one of
the within named mortgagees and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Matthew J. Mullaney
Notary Public

Matthew J. Mullaney

FILED AND RECORDED AUGUST 17th 1954 at 1:10 P.M.

THIS DEED OF RELEASE, Made this 13th day of August, 1954, by Arthur J. Weber, surviving executor of the estate of Louis Weber, deceased.

WHEREAS, by mortgage dated the 3rd day of March, 1935, and executed by The Liberty Milk Company, Incorporated, to Louis Weber, the real estate therein described was conveyed to said Louis Weber, for the purpose of securing the payment of \$16000.00 on the terms and conditions therein expressed, as by reference to said mortgage recorded in Liber No. 129, folio 28 Mortgage Records of Allegany County, Maryland, will fully appear;

And by a mortgage dated March 29, 1940, and executed by The Liberty Milk Company, Incorporated to Louis Weber, the real estate therein described was conveyed for the purpose of securing the payment of \$3000.00, ^{recorded in} Mortgage Records of Allegany County, Maryland, in Liber No. 150, folio 312.

And by a mortgage dated July 31, 1946, and executed by The Liberty Milk Company, Incorporated, to Louis Weber, the real estate therein described was conveyed for the purpose of securing the payment of \$17000.00 said mortgage is recorded in Liber No. 185, folio 30 Mortgage Records of Allegany County, Maryland.

And by a mortgage dated December 28, 1946, and executed by the Liberty Milk Company, Incorporated, to Louis Weber, the real estate therein described was conveyed for the purpose of securing the payment of \$10000.00 said mortgage is recorded in Liber No. 190, folio 91 Mortgage Records of Allegany County, Maryland.

And whereas, all of said mortgage debt has been fully paid and satisfied by said mortgagor, wherefore this release is executed.

NOW, THEREFORE, THIS RELEASE WITNESSETH: That in consideration of the premises and of the sum of One Dollar, Arthur J. Weber, surviving executor of the estate of Louis Weber, deceased, does hereby release said mortgages and does hereby grant unto said mortgagor its successors and assigns, all that real estate which was conveyed by and described in said mortgages to have and to hold said real estate unto said mortgagor, its successors and assigns, in the same manner as if said mortgage had never been executed.

IN WITNESS WHEREOF I have hereunto signed my name and

affixed my seal this 13th day of August, 1954.

Arthur J. Weber (SEAL)
Arthur J. Weber, Surviving executor
of the estate of Louis Weber, de-
ceased.

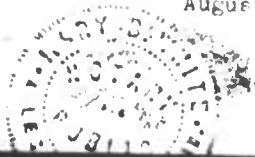
WITNESS:

Mary B. White

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

THIS IS TO CERTIFY, That on this 13th day of August, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Arthur J. Weber, surviving executor of the estate of Louis Weber, deceased, and acknowledged the foregoing deed of release to be his act and deed.

Witness my hand and Notarial Seal this 13th day of August, 1954.



Mary B. White
Notary Public

Examined and Signed and Sealed Over
by Mary B. White
Sept 4 1954

FILED AND RECORDED AUGUST 17 1954 at 12:35 P.M.

Purchase Money

THIS MORTGAGE, made this 17th day of August in the year one thousand nine hundred and fiftyfour, by and between Nelson Lyons and Mrs. E. Lyons, his wife, of Allegany County, State of Maryland, of the first part, and J. B. Wolverton, Sr., of Mineral County, State of West Virginia, of the second part.

WITNESSETH: Whereas, the said parties of the first part are indebted unto the said party of the second part in the sum of Three Thousand Seven Hundred (\$3,700.00) Dollars, the same being for money this day loaned them for the purchase price of real estate, and which is evidenced by their joint and several promissory note of even date herewith, under seal and payable to the order of the said party of the second part with interest at the rate of 6% per annum in monthly payments of \$50.00 each together with interest for one month on unpaid principal, beginning on the 17th day of September, 1954, and to continue on the 17th day of each succeeding month thereafter, until the entire amount of principal and interest are

fully paid.

And whereas, it was a condition precedent to the lending of said money and the acceptance of said note that this lien be given upon the real estate hereinafter described in order to more fully secure the prompt payment of said note according to the words, tenor and effect of said note.

It is understood that all of the terms and provisions of said note are to be binding and effective as if fully set out in this instrument.

Now, Therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said party of the second part, his heirs and assigns, the following property, to-wit:

All that lot, piece or parcel of land situate in the Town of Westernport, Allegany County, State of Maryland, to-wit:

BEGINNING at a post where a stone is called for, being the beginning corner to the 53/100 of an acre tract conveyed by Patrick Glenn to the Piedmont and Georges Creek Railway Company located in the north boundary line of the West Virginia Central and Pittsburgh Railway Company's right of way, now Western Maryland Railway Company located northeastward 41 feet from the center of the cross-over of said two railroads and running thence with the first original line corrected N 30 degrees 56.8 feet to an iron stake located in the said line and 28.9 feet from the east rail of said Piedmont and Georges Creek Railway (now Cumberland & Pennsylvania Railroad) division corner now made; thence making division line (continued vernier readings) S 63 degrees 15 minutes East 68.5 feet to an iron stake; thence South 71 degrees 42 minutes East 88.8 feet to a post 3.5 feet short of an iron pipe in the concrete retaining wall at the west side of George's Creek, thence South 26 degrees 45 minutes West 10 feet to a post, last corner of the 53/100 acre tract first above mentioned, located North 26 degrees 45 minutes West 10 feet from the North rail of the Western Maryland Railway Company track; thence with the last line of the aforesaid tract by a curve to the left having a radius of 829 feet for a distance of 176 feet to the place of beginning, containing 0.10 of an acre.

This is the same real estate as was conveyed to Ray Carl Nelson by Carl Nelson Field and wife by deed dated June 27, 1951, of record in the Circuit Clerk's office of Allegany County, Land Record No. 34, Folio 699, and is the same real estate as has been conveyed by

deed of even date to the said parties of the first part by Ray C. Elliott, single, which deed is to be recorded in the Land Records Office of the County of Allegany, State of Maryland, immediately before or simultaneously with the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto in or in anywise pertaining.

Provided, that in the said articles of the first part, their heirs, executors, administrators, or assigns, do and shall pay to the said party of the second part, his heirs, executor, administrator, or assigns, the aforesaid mortgage note, together with the interest thereon according to the words, tenor and effect of said note, and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default is made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments, and public liens levied on said property; all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in the payment of the mortgage debt aforesaid or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once be due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his heirs, executors, administrators and assigns, or D. E. Cuppett, Jr., his or their duly constituted attorney or agent is hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland which terms shall be for cash, and the proceeds arising from such sale to apply, first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of ten percent to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half said commissions and other expenses incurred shall be allowed and paid as costs by the mortgagors, their representatives, heirs or assigns; secondly, to the payment

of all monies owing under this mortgage, whether the same shall have been secured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns.

And the said parties of the first part further covenant to insure the same, in the existence of this mortgage to keep the same, or any improvements thereon, or any part thereof, in the hands of the mortgagee, his heirs, or assigns, the improvements on the property being sold, in the amount of \$10,000.00 (Ten Thousand Dollars), and to cause the same to be insured for the same amount, as in case of fire, to insure to the satisfaction of the mortgagee, his heirs or assigns, to the extent of his or their own or their share thereof, and to place with policy or policies forthwith in possession of the mortgagee, otherwise said party of the second part may at his option effect such insurance, and collect the premium or premiums paid therefor, with interest thereon as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants hereinbefore are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hands and seals of said mortgagees:

Attest:
Roy G. Elliott

Nelson Randall Lyons (Said)
 Nelson Lyons
Dorothy K. Lyons (Said)
 Dorothy K. Lyons

State of Maryland, Allegany County, to-wit:

On this 1th day of August, 1954, before me, a Notary Public, the undersigned Officer, personally appeared Nelson Lyons and Dorothy K. Lyons, his wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained. And at the same time before me personally appeared D. A. Suppett, Jr., attorney for the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and also made oath in due form of law that he is the attorney and agent of the within named mortgagee and is authorized to make this affidavit.

My commission expires

May 5, 1955

Paul R. Davis
 Notary Public, Allegany County
 Paul R. Davis



Compared and Mailed Delivered
To *James H. H. H. H.*
1954

FILED AND RECORDED AUGUST 18th 1954 at 1:20 P.M.

This Mortgage, Made this 17th day of August
in the year Nineteen Hundred and Fifty - four, by and between

Samuel T. Collins and Eva T. Collins, his wife,

of Allentown County, in the State of Maryland
parties of the first part, and

William Guy Hill and Emma E. Hill, his wife,

of Allentown County, in the State of Maryland
part of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto
the said parties of the second part in the full and just sum
of three hundred (300.00) dollars, which said sum the said
parties of the first part do hereby agree to repay within two
years from the date hereof, without interest.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

heirs and assigns, the following property, to-wit: all of that piece or parcel of
land lying and situated about four miles east of the City of
Cumberland, Allegany County, Maryland, on the Christie Road, and
described as follows:

BEGINNING for the same at the end of the second line
of that property conveyed by Howard E. Fisher and Mary E. Fisher,
wife by deed dated the 23rd day of June, 1949, at a locust post,
a fence corner on the north side of a road and with the third

line of said tract, north 42 degrees east 180 feet, north 57 degrees east 183 feet, north 67 1/2 degrees east 180 feet to a sugar maple tree, south 5 degrees east 87 feet, south 70 degrees west 100 feet, south 23 degrees west 300 feet to a stake standing at the corner of a run and road, leaving said stake and running along the north side of road, north 30 degrees west 110 feet to the place of beginning, containing 1 1/4 acres, more or less.

Being the same property that was conveyed to the said parties of the first part by William Jay Hill and Edna E. Hill, his wife, by deed of even date herewith and intended to be recorded among the land records of Allegany County, Maryland, simultaneously with the recording of this mortgage.

THIS is a purchase money mortgage given to secure a part of the purchase price.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of

----Three hundred-----Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising

from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or assigns, the improvements on the hereby mortgaged land to the amount of at least

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee; their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Elizabeth Wilson
H. E. Houghton

Monzel M. Collins [SEAL]
Eva C. Collins [SEAL]
Eva C. Collins

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 17th day of August in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Monzel M. Collins and Eva C. Collins, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared William G. Hill and Edna E. Hill, his wife, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



In my hand and Notarial Seal the day and year aforesaid.

Elizabeth Wilson
Notary Public.

Compared and Mailed *MS*
To *Mrs. The Dingle*
Apr 9 19 54 City

IBER 306 PAGE 376

FILED AND RECORDED AUGUST 18" 1954 at 1:20 P.M.

This Mortgage, Made this 1st day of August
in the year Nineteen Hundred and Fifty-FOUR, by and between

Charles A. McDade and Loretta M. McDade, his wife,

of Allegheny County, in the State of Maryland
parties of the first part, and Mrs. Agnes Dyche and William E. Dyche, her
husband,

of Allegheny County, in the State of Maryland
part of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted
unto the said parties of the second part in the full and just sum of
six thousand five hundred (\$6,500.00) dollars, which said sum the
said parties of the first part do hereby agree to repay to the
said parties of the second part in successive quarter annual
installments of not less than Two hundred (\$200.00) dollars each,
together with interest thereon at the rate of five (5%) per cent.
per annum, accounting from the date hereof, the first of which said
payments shall be due and payable November 1, 1954.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

parties of the second part, their
heirs and assigns, the following property, to-wit: all that lot or parcel of ground
situated, lying and being on the Easterly side of Front Street in
the City of Cumberland, Allegany County, Maryland, particularly
described as follows:

BEGINNING for the same at a point on the East side
of Front Street at the end of one foot on the first line of Lot No.
6; and running thence, reversing said first line, and with the first

line of Lot No. 5 and the East side of Front Street, South 17 degrees East 25 feet; then with the second line of said Lot No. 5, North 73 degrees East 64 1/3 feet; thence with the third line of said Lot No. 5, North 31 degrees West 25 2/3 feet to the end thereof, which is also the end of the third line of Lot No. 5; then reversing the third line of said Lot No. 5, North 61 degrees West 14 feet; thence parallel with and one foot distant northward from the fourth line of Lot No. 5, which is also the fourth line of Lot No. 5, South 73 degrees West 64 1/3 feet to the place of beginning.

Selling the same property which was conveyed by the said parties of the second part to the said parties of the first part by deed of even date herewith and intended to be recorded simultaneously with the recording of this mortgage.

This is a purchase money mortgage given to secure a part of the purchase price of the above described property.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their
heirs, executors, administrators or assigns, do not shall pay to the said
parties of the second part, their
executor, administrator or assigns, the aforesaid sum of

-----Six thousand five hundred (\$6,500.00) dollars-----

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said
parties of the first part

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said
parties of the second part, their

heirs, executors, administrators and assigns, or Harold E. Naughton, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

matured or not; and as to the balance, to pay it over to the said _____
 _____ parties of the first part, their _____ heirs or assigns, and
 in case of advertisement under the above power but no sale, one-half of the above commission
 shall be allowed and paid by the mortgagors, their _____ representatives, heirs or assigns.

And the said parties of the first part

_____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagees or their

assigns, the improvements on the hereby mortgaged land to the amount of at least

---Six thousand five hundred (\$6,500.00)----- Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,

to inure to the benefit of the mortgagees, their heirs or assigns, to the extent

of _____ their lien or claim hereunder, and to place such policy or

polices forthwith in possession of the mortgagees, or the mortgagees may effect said insurance

and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagors.

Attest:

Elizabeth Hilson.

Charles T. McDade

Charles A. McDade

Elizabeth Hinson

Loretta M. McPade

Loretta M. McRade

State of Maryland.

Allegany County, In-uit:

I hereby certify, That on this 13th day of August

in the year nineteen Hundred and Fifty - four _____, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

Charles A. McDade and Loretta M. McDade, his wife,

and they acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared

W. Agnes Dyche and William B. Dyche, her husband,

the within named mortgagee, and made oath in due form of law, that the consideration in said

North is true and bona fide as therein set forth.

WITNES my hand and Notarial Seal the day and year aforesaid.

Elizabeth Phillips
Notary Public.

FILED AND RECORDED AUGUST 19th 1954 at 3:30P.M.

This Mortgage, Made this 19th day of August in the year nineteen hundred and fifty-four, by and between

Roscoe L. Bartlett and Lucille E. Bartlett, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Roscoe L. Bartlett and Lucille E. Bartlett, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Sixteen Hundred Seventy-Five (\$1675.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Roscoe L. Bartlett and Lucille E. Bartlett, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground known and distinguished as Lot No. 325 in Walsh's Addition to Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for said lot at the end of the first line of Lot No. 324 on the West side of Virginia Avenue, and running thence with said side of said Avenue, North 28 $\frac{1}{2}$ degrees East 33 $\frac{1}{2}$ feet to Lot No. 326, then with a line of said last mentioned lot at right angles to said Avenue, and parallel with Elder Street, North 61- $\frac{3}{4}$ degrees West 120 feet to an alley 16 feet in width, then with the East side of said alley and parallel with said Avenue, South 28 $\frac{1}{2}$ degrees West 33 $\frac{1}{2}$ feet to a line of said Lot No. 324, then with a line of said last mentioned lot and parallel with said Elder Street, South 61- $\frac{3}{4}$ degrees East 120 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Harry O. Bartlett and wife by deed dated December 1, 1949, and recorded in Liber No. 227, folio 221, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Sixteen Hundred Seventy-Five - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full pay-

ment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgage property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Sixteen Hundred Seventy-Five (\$1675.00) - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Thomas L. Keel

Roscoe L. Bartlett (SEAL)

Lucille E. Bartlett (SEAL)
Lucille E. Bartlett

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 10th day of August in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Roscoe L. Bartlett and Lucille E. Bartlett, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

Above Written.

James M. Loeley
Notary Public

Unrecorded and Mailed Postmarked 1954
To: *Liberty Trust Co.*
1000 - 71 - 11 - 24 - City

FILED AND RECORDED AUGUST 19th 1954 at 2:00 P.M.

PURCHASE MONEY

This 'Mortgage, Made this 18th day of August, in the year Nineteen Hundred and Fifty-four, by and between

GRAYSON B. ALKIRE and MADELINE F. ALKIRE, his wife,

of Allegany County, in the State of Maryland parties of the first part, and

IRVING MILLENSON

of Allegany County, in the State of Maryland party of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the parties of the second part in the full and just sum of

TWENTY-SEVEN HUNDRED - - - - - 00/100 DOLLARS (\$2,700.00)

which said sum shall be repaid with interest thereon at the rate of six per centum (6%) per annum in monthly installments of \$35.49, which installments include

both principal and interest, which interest shall be calculated and credited semi-annually. The first of said payments shall be due one month from the date hereof and shall continue monthly until said principal and interest is fully paid.

The parties of the first part shall have the right to increase said monthly payments or pay this indebtedness at any time.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and reenacted, with amendments, by Chapter 223 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby, sell, grant, bargain and sell, convey, release and confirm unto the said part Y of the second part his heirs and assigns, the following property, to-wit:

ALL that lot or parcel of ground situate on the Easterly side of Lafayette Avenue in Cumberland, Allegany County, Maryland, the same being part of a tract of land called "The Resurvey on Shute's Request", and known as Lot No. 456 as designated on the Plat of Walsh's Addition to South Cumberland, Maryland, Part 1, and which said Plat is duly recorded in Liber No. 83 folio 292 of the Land Records of Allegany County, Maryland, said lot being more particularly described as follows:

BEGINNING for the same at the end of the 1st line of Lot No. 455 of said Addition and running with the Easterly side of Lafayette Avenue, South 28 degrees 15 minutes West 33.25 feet to the division line between Lots Nos. 456 and 457 of said Addition and running thence with said division line, South 61 degrees 45 minutes East 120 feet to an alley 16 feet wide, thence with said alley, North 28 degrees 15 minutes East 33.25 feet to the division line between Lots Nos. 455 and 456 of said Addition, it being also the beginning of the 3rd line of Lot No. 455 and running thence with said division line North 61 degrees 45 minutes West 120 feet to the beginning.

IT being the same property which was conveyed by Leslie J. Clark, Trustee, to Grayson B. Alkire et ux by deed dated August 18, 1942 and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said part Y of the second part his executors, administrators or assigns, the aforesaid sum of

TWENTY-SEVEN HUNDRED - - - - - 00/100 DOLLARS (\$2,700.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part Y of the second part his heirs, executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the

purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part their heirs, or assigns, and in case of advertisement under the above power but no sale, one half of the above commission shall be allowed and paid by the mortgagor their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least **TWENTY-SEVEN HUNDRED - - (\$2,700.00) - - - - Dollars**, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to insure to the benefit of the mortgagee his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Witness:

William F. Alkire

Grayson B. Alkire [Seal]
GRAYSON B. ALKIRE

William F. Alkire

Madeline F. Alkire [Seal]
MADELINE F. ALKIRE

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 15th day of August,
in the year nineteen hundred and Fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
GRAYSON B. ALKIRE and MADELINE F. ALKIRE, his wife,
and each acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared

IRVING MILLENSON

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Irving Millenson
Notary Public

FILED AND RECORDED AUGUST 19" 1954 at 3:30 P.M.

This Mortgage, Made this *16th* day of
August in the year nineteen hundred and fifty-four, by and between

William P. Kelly and Antoinette Kelly, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

William P. Kelly and Antoinette Kelly, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Three Thousand (\$3,000.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on September 30, 1954

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR
THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A
PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

William P. Kelly and Antoinette Kelly, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece or parcel of ground situate, lying and being in
the Town of Lonaconing, Allegany County, Maryland, and more particular-
ly described as follows:

BEGINNING at the end of the first line of that lot which was sold
and conveyed by Mrs. Ellen Taney to James T. Brady by deed dated April
25, 1873, and recorded in Liber 39, folio 65, one of the Land Records of
Allegany County, Maryland, said point being at the Southwest corner of
Union and Main Streets, and running along Main Street, South 78 degrees
no minutes West 127 feet to the end of the first line of that lot which
was sold and conveyed by the Georges Creek Coal and Iron Company to James
T. Brady by deed dated April 28, 1893, and recorded in Liber 74, folio
97, one of the Land Records of Allegany County, Maryland, and running
thence with the second line of said lot, also the third line corrected
as follows, South 11 degrees no minutes East 92 feet, North 74 degrees
30 minutes East 29 feet or until it reaches the end of the third line
of that lot which was sold and conveyed by the said Georges Creek Coal
and Iron Company to James T. Brady by deed dated June 18, 1892, and
recorded in Liber 71, folio 730, one of the Land Records of Allegany
County, Maryland, and thence reversing the third and second and part
of the first lines of the above-mentioned deed, North 78 degrees 30
minutes East 40 feet, North 17 degrees no minutes West 10 feet, South
78 degrees 30 minutes West 12 feet to the end of the second line of
that lot which was sold by James T. Brady, et al, to Ellen McCaffrey
by deed dated June 5, 1882, and recorded in Liber 58, folio 333, one of
the Land Records of Allegany County, Maryland, and thence reversing the

second and first lines of said deed, North 12 degrees no minutes West 19 feet, North 72 degrees no minutes East 85 feet, thence extending said first line, North 72 degrees no minutes East 9 feet or until it intersects at 31 feet on the first line of that lot which was sold by Mrs. Ellen Taney to James T. Brady by deed dated April 25, 1873, and recorded in Liber 39, folio 65, one of the Land Records of Allegany County, Maryland and running thence with the remainder of said first line, North 35 degrees no minutes West 54 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Thomas B. Finan and James S. Getty, Trustees in No. 23536 Equity in the Circuit Court for Allegany County, by deed dated the 10th day of May, 1954, and duly filed for record among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Three Thousand (\$3,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or **George R. Hughes**, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mort-

gagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Three Thousand (\$3,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

William P. Kelly (SEAL)
William P. Kelly

Antoinette Kelly (SEAL)
Antoinette Kelly

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 16th day of August in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

William P. Kelly and Antoinette Kelly, his wife,
and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

James S. M. Co.

Notary Public



LIBER 306 PAGE 387

Compared and Mailed Delivered 9/3
To *Putzer City*
Call 9 19.52

FILED AND RECORDED AUGUST 19" 1954 at 3:30 P.M.

This Mortgage,

Made this

day of

August in the year nineteen hundred and fifty-four, by and between Leah Getson, widow and life tenant, and Robert Lee Eline and Dorothy Lee Eline, his wife, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,
Witnesseth:

Whereas, the said

Leah Getson, widow and life tenant, and Robert Lee Eline and Dorothy Lee Eline, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Twelve Hundred Fifty (\$1250.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Leah Getson, widow, and life tenant, and Robert Lee Eline and Dorothy Lee Eline, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated on the Southwest side of the road leading from Lonaconing to Beechwood, just North of the City limits of Lonaconing, in Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a locust stake standing on the Southwest side of the Beechwood Road and 11½ feet from the centerline thereof, said stake also stands at the end of the first line of the adjoining property conveyed by J. A. Youst, et ux, to A. W. Sweitzer, et ux, by deed dated the 21st day of October, 1950, and recorded in Liber No. 213, folio 514, one of the Land Records of Allegany County, and running thence with the second line of the said Sweitzer deed (Magnetic Bearings as of 1950 and with Horizontal Measurements) South 67 degrees and 5 minutes West 201-6/10 feet to a locust stake standing approximately at the end of the second line of that property of which this is a part as conveyed by G. W. Clark, et al, to Mary Albright by deed dated the 28th day of August, 1893, and recorded in Liber No. 75, folio 301, one of the Land Records of Allegany County, said stake stands at the end of the fifth line of that property of which this is a part as conveyed by G. W. Clark, et al, to Mary Albright by deed dated the 25th day of January, 1894, and recorded in Liber No. 75, folio 302, one of the Land Records of Allegany County, said stake also stands on the Northeast side of the County Road and 20 feet from the centerline thereof and running thence with the said Northeast side of the County Road and 20 feet from the centerline thereof, South 42

degrees and no minutes East, 138-9/10 feet to a stake and South 38 degrees and 23 minutes East 71-9/10 feet to a locust stake standing in the line of fence of the adjoining J. C. Boettcher property conveyed by A. Marteen Manges, Trustee, to J. C. Boettcher, et ux, by deed dated the 3rd day of May, 1954, and recorded in Liber No. 258, folio 589, one of the Land Records of Allegany County, thence with the said line of fence, agreed upon between J. C. Boettcher, et ux, and Leah Getson as the property line, North 56 degrees and 22 minutes East, 136-15/100 feet to an iron stake standing on the Southwest side of the said Beechwood Road and 11½ feet from the centerline thereof, thence with the said Southwest side of the said road, North 25 degrees and 48 minutes West, 46-55/100 feet to an iron stake, then North 20 degrees and 50 minutes West, 128-85/100 feet to the beginning, containing ¾ of an acre, more or less.

It being the same property which was conveyed unto the said Mortgagors by A. Marteen Manges, Trustee by deed dated May 3rd, 1954, and recorded in Liber No. 258, folio 591, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, Its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twelve Hundred Fifty (\$1250.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this Mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and It is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, Its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and

no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twelve Hundred Fifty (\$1250.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Leah Getson

Leah Getson (SEAL)

Robert Lee Eline

Robert Lee Eline (SEAL)
Robert Lee Eline

Dorothy Lee Eline (SEAL)
Dorothy Lee Eline

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 18th day of August in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Leah Getson, widow and life tenant, and Robert Lee Eline and Dorothy Lee Eline, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

James B. McE...



Compared and Mailed Delivered mms
To Mortgage City
Sept 2 19 54

LIBER 306 PAGE 390

FILED AND RECORDED AUGUST 19" 1954 at 3:30 P.M.

This Mortgage. Made this 19th day of
August in the year nineteen hundred and fifty-four by and between

Ernest S. Weisenmiller and Anna W. Weisenmiller, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Ernest S. Weisenmiller and Anna W. Weisenmiller, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Twenty-Nine Hundred (\$2900.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Ernest S. Weisenmiller and Anna W. Weisenmiller, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situate on the East side of
Arch Street, in the City of Cumberland, Allegany County, Maryland,
known as Lot No. 77, in The Cumberland Improvement and Investment
Company's Southern Addition to Cumberland, and described as follows,
to-wit:

BEGINNING on the East side of Arch Street at the end of the first
line of Lot No. 76, and running with Arch Street, South 18 degrees 34
minutes West 40 feet; then parallel with Third Street, South 71 de-
grees 26 minutes East 100 feet to Hattie Alley; and with said Alley,
North 18 degrees 34 minutes East 40 feet to the end of the second line
of Lot No. 76; then reversing said line, North 71 degrees 26 minutes
West 100 feet to the beginning.

It being the same property which was conveyed unto the said Mort-
gagors by Joseph A. Wheeler, Executor of the Last Will and Testament
of Edward L. Wheeler, deceased, by deed dated January 16th, 1945, and
recorded in Liber 202, folio 566, one of the Land Records of Allegany
County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its
successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns,
does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of
Twenty-Nine Hundred (\$2900.00) Dollars, together with the interest thereon when
and as the same becomes due and payable, and in the meantime does and shall perform all the
covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor
shall, except by reason of death, cease to own, transfer or dispose of the within described property
without the written consent of the mortgagee.

AND WHEREAS, this Mortgage shall also secure as of the date hereof,
future advances made at the Mortgagee's option, prior to the full pay-

ment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twenty-Nine Hundred (\$2900.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Thomas L. Keach

Ernest S. Weisenmiller (SEAL)
Ernest S. Weisenmiller

Anna W. Weisenmiller (SEAL)
Anna W. Weisenmiller

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 19th day of August in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Ernest S. Weisenmiller and Anna W. Weisenmiller, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

Notary Public

James M. Ashley
Notary Public

Completed and Mailed August 20, 1954

Notary Public
Chas. A. Piper

FILED AND RECORDED AUGUST 20" 1954 at 3:40 P.M.

This Mortgage, Made this 20th day of August, in the year nineteen hundred and Fifty Four, by and between

Leo G. Kotschenreuther and Anna C. Kotschenreuther, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and **THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND**, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee, Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full and just sum of Three Thousand (\$3,000.00) Dollars with interest from date at the rate of 5% per annum on the unpaid principal until paid by their promissory note of even date, principal and interest being payable at The Commercial Savings Bank of Cumberland, Maryland, on or before fourteen years after date, in monthly installments of \$24.87, commencing on the 20th day of September, 1954, and on the 20th day of each month thereafter until the principal and interest are fully paid. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on



~~2076~~ of any length prior to maturity.
And whereas, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit: All that lot or parcel of land containing two hundred and two feet on North Lee Street, in the City of Cumberland, with a front, side, and rear lot of lots Nos. 362 and 363 on Map No. 5 of the Hill Estate as filed in No. 1074 Equity in said County, said parcel being more particularly described as follows, to-wit:

Beginning for the same on the Easterly side of North Lee Street at the end of two hundred eighty five feet measured North 11 degrees 20 minutes East from the intersection of the Easterly side of North Lee Street and the Northerly side of Cumberland Street, and running then with said Lee Street, South 11 degrees 20 minutes West 22 feet; then at right angles to said street, North 78 degrees 40 minutes West 109 feet to Tamarack Alley; then with said alley, North 11 degrees 20 minutes East 22 feet; and then South 78 degrees 40 minutes East 109 feet to the place of beginning.

Being the same property conveyed by Wilbur V. Wilson, Trustee, to the said Le G. Kotschenreuther et ux by deed of even date herewith, and to be recorded along the Land Records of Allegany County, Maryland, this mortgage being given for \$2,500.00 of the purchase price, representing a one-half interest of Mary E. Lemon in said property as set out in the deed for the entire interest to the said Wilbur V. Wilson, Trustee, to be recorded as aforesaid, and \$500.00 additional, this mortgage covering the entire interest in said property. Reference to said deeds is hereby made for a further description.

To have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - Three Thousand (\$3,000.00) - - - - - dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the

lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all money owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - - - - Three thousand (\$3,000.00) - - - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seal of said Mortgagors

Attest:

John P. Kimber (SEAL)
Leo G. Kotschenreuther.
Anna C. Kotschenreuther (SEAL)
Anna C. Kotschenreuther.

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 20th day of August, in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Leo G. Kotschenreuther and Anna C. Kotschenreuther, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and

duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.



John R. Ziebler
Notary Public

Compared and Mailed Document 10/13
to Noel B. Cook, City
Sept 7, 1954

FILED AND RECORDED AUGUST 20th 1954 at 10:30 A.M.

This Mortgage, Made this 12th day of August
in the year Nineteen Hundred and Fifty Four, by and between
Clarence L. Pryor and Lillian L. Pryor, his wife,

of Allegany County, in the State of Maryland,
parties of the first part, and Clinton E. Pryor and Dorothy L. Pryor, his
wife,

of Allegany County, in the State of Maryland,
parties of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted to the parties of the second part in the full and just sum of Six Hundred Eighty-nine (\$689.00) Dollars, which said sum is to be paid to the parties of the second part by the parties of the first part at any time within five years from the date hereof, together with interest thereon at the rate of five percent (5%) per annum, which said interest is to be paid annually on the unpaid balance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Clarence L. Pryor and Lillian L. Pryor, his wife, the said parties of the first part,
do give, grant, bargain and sell, convey, release and confirm unto the said Clinton E. Pryor and Dorothy L. Pryor, his wife, parties of the second part, their

heirs and assigns, the following property, to-wit: All that building used as a dwelling house formerly belonging to Joseph Mears, located in Election District No. 30, in Allegany County, Maryland, upon a lot of ground owned by the Maryland Coal and Realty Company and described as follows, to-wit:

BEGINNING for the same at a point on the Westerly edge of improved road, known as Hope Road, leading from Frostburg to Mt. Savage, being North 76 degrees 30 minutes West approximately 50 feet from the most Westerly corner of George Mears' house; then running with said Hope Road in a Southerly direction for a distance of approximately 55 feet to the road for a distance of approximately 81 feet; then leaving said road to Frost Village South 76 degrees 30 minutes East 62 feet to the beginning; containing .03 of an acre, more or less.

IT BEING the same property which was conveyed to the parties of the first part by deed of Fred S. Mears and William Mears, Executors, dated July 11, 1953 and which is to be recorded among the Land Records of Allegany County, Maryland immediately prior to the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executors, administrator or assigns, the aforesaid sum of \$689.00

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Noel Speir Cook, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty

days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

entured or not; and as to the balance, to pay it over to the said parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least

SEVEN HUNDRED ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent

of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Carl Stam
Frederick Md.

Clarence L. Pryor [SEAL]
Clarence L. Pryor

[SEAL]

Lillian L. Pryor [SEAL]
Lillian L. Pryor

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 12th day of August,

in the year nineteen Hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Clarence L. Pryor and Lillian L. Pryor, his wife,

and acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Clinton E. Pryor and Dorothy L. Pryor, his wife,

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Carl Stam
Notary Public.

Compared and Mailed Delivered M/B
To *Notary, Edw. F. Conley, 193 Welch Hill*
Sept 8, 1954 Frostburg, Md

LIBER 306 PAGE 398

FILED AND RECORDED AUGUST 20 1954 at 10:50 A.M.

Purchase-Money
This Mortgage, Made this 18th day of August
in the year Nineteen Hundred and Fifty-four, by and between
Edward J. Carder and Llewella Carder, his wife

of Allegany County, in the State of Maryland
parties of the first part, and Rearl Mattingley

of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, The said mortgagee has this day loaned to the said
mortgagor the sum of Four Thousand (\$4,000.00) Dollars which said
sum the mortgagor agrees to repay with interest thereon from the
date hereof at the rate of four and one-half per cent (4-1/2%) per
annum in the manner following:

Mortgagor agrees to pay interest semi-annually and
agrees that the mortgage is to be paid off within fifteen (15)
years. The mortgagor has the privilege to pay this debt in full
at any time.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said mortgagor

does give, grant, bargain and sell, convey, release and confirm unto the said
mortgagee, her

heirs and assigns, the following property, to-wit:

All those lots, pieces or parcels of ground lying and being
in Election District No. 28 in or near the Town of Frostburg,
Allegany County, Maryland and located on what is known as Welch
Hill, and more particularly described as follows, to-wit:

First Parcel: All that piece or parcel of land lying and
being in Allegany County, Maryland, being part of a tract of
land called "Walnut Level" and beginning at a stone planted on
the south cope of the road leading from Frostburg, Maryland to
Westernport, Maryland, it being a corner of that part of said
tract of land sold by Curtin M. Graham, et.ux., and Sarah Wright
to Lewis Sonnenburg and running thence with that land, West
636-1/2 feet to a stake standing by the side of a fence; thence
with said fence, South 8 degrees East 198 feet to a stake;
thence East 667 feet to the said road; and with said road North

55 degrees, North 33 degrees west 134 feet to the beginning, containing .3 of an acre, more or less.

Excepting, however, so much of said property as has been conveyed by Marshall Lewis, et. ux., to James Neal by deed dated July 21, 1946 and recorded in Deeds Liber 221, folio 580, of said Land Records, said to be 69/100 of an acre, and also excepting so much of said property conveyed to John Neal by deed dated July 21, 1946, and recorded in Liber 221, folio 556 of said Land Records, said to contain 69/100 of an acre, and also excepting the lot sold to Orville Crowe by deed dated August 22, 1947 and recorded in Deeds Liber 210, folio 634 of said Land Records.

Second Parcel: Beginning for the same at the intersection of the west side of the aforesaid Welsh Hill Road with the North side of Hugh's Lane, said point being at the end of the third line of the whole of which the lot herein intended to be conveyed is a part, and running thence with the North side of the aforesaid Welsh Hill Road, and part of the fourth line of the whole lot, North 80 feet to a stake; thence South 71 degrees West 70 feet to a stake; thence South 12 degrees West 59 feet to a stake on the North side of the aforesaid lane, it being also the third line of the whole lot at a point 78.35 feet from the end thereof; thence with said third line and the North side of said lane East 78.35 feet to the beginning.

It being the same property that was conveyed to the parties of the first part by Earl Ward by deed dated the _____ day of August, 1954 and which deed is to be recorded among the Land Records of Allegany County simultaneously with the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said mortgagor

their

heirs, executors, administrators or assigns, do and shall pay to the said

mortgagee, her

executor, administrator or assigns, the aforesaid sum of Four Thousand
(\$4,000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

mortgagor

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said mortgagee,

her

heirs, executors, administrators and assigns, or Milton Gerson his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,

to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said mortgagor

their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, heirs or assigns.

And the said mortgagor

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least

Four Thousand (\$4,000.00)

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to run to the benefit of the mortgagee her heirs or assigns, to the extent of \$4,000.00 their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Carmelo Pinto
Carmelo Pinto

Edward F. Carder

[SEAL]

Edward F. Carder

Llewella Carder

[SEAL]

Llewella Carder

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on the 18th day of August

in the year nineteen Hundred and Fifty -four, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

Edward F. Carder and Llewella Carder, his wife

and they acknowledged the foregoing mortgage to be their

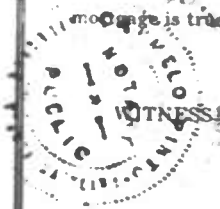
act and deed; and at the same time before me also personally appeared Pearl

Mettingly

the within named mortgagee, and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set forth.

IN WITNESS my hand and Notarial Seal the day and year aforesaid.



Carmelo Pinto

Notary Public.

FILED AND RECORDED AUGUST 20th 1954 at 2:00 P.M.

PURCHASE MONEY

This Mortgage. Made this 20th day of August in the
year Nineteen Hundred and fifty -four by and between

William R. Rader and Jeannine M. Rader, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Four Thousand Four Hundred & 00/100 - - - (\$4400.00) - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-five & 96/100 - - - (\$35.96) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that part of lot or parcel of land lying and being in the City of Cumberland, in Allegany County, and State of Maryland, known as part of Lot No. 2 in "Holzshu's Addition" to Cumberland, and described as follows, to-wit:

Beginning for the same at a point on the east side of Home Avenue, (now Waverly Terrace), at the end of the first line of Lot No. 3 of said Addition, it being also the beginning of the deed from John H. Holzshu and wife to Chester L. French dated March 26, 1895 and recorded in Liber T. L. No. 76, folio 609, and running then with the first line of the last aforesaid deed and with Home Avenue, (now Waverly Terrace), South 15 degrees West 30 feet, then South 88 1/2 degrees East 147 1/2 feet to the end of 15 1/2 feet on the fourth line of the aforesaid deed from John H. Holzshu and wife to Chester L. French and with said fourth line to the end thereof, then with the fifth line of said deed and with the line of Lot No. 3 reversed, North 75 degrees West 150 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Charles F. Burke, Sr., widower, of even date, which is intended to be recorded among the Land Records of

Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lerge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least **Four Thousand Four Hundred & 00/100 - - (\$4400.00) - - Dollars** and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all govern-

mental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

William R. Rader (SEAL)
William R. Rader
Jeannine M. Rader (SEAL)
Jeannine M. Rader

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 20TH day of AUGUST in the year nineteen Hundred and Fifty -four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared
William R. Rader and Jeannine M. Rader, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

Compared and Mailed Delivered MS
To Geo. H. Kipp, City
Sept 2, 1954

306 PAGE 404

FILED AND RECORDED AUGUST 20th 1954 at 2:00 P.M.

PURCHASE MONEY

This Mortgage, Made this 19th day of AUGUST in the
year Nineteen Hundred and fifty - four by and between
William R. Keating and Maxine S. Keating, his wife,

_____ of Allegany County, in the State of Maryland, part 10 of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Eight Thousand Three Hundred Twenty-five & 00/100 - - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Fifty-two & 66/100 - - - - (\$52.66) - - - - Dollars
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

All that lot, piece or parcel of ground lying and being
on the easterly side of St. Mary's Avenue known and designated as
Lot No. 19, Block No. 7, in Johnson Height's Addition to Cumberland,
Allegany County, Maryland, a plat of which said addition is recorded
in Liber No. 1, folio 45 one of the Plat Records of Allegany County,
Maryland, which said lot is more particularly described as follows,
to-wit:

Beginning for the same at a point along the easterly side
of St. Mary's Avenue distant 150 feet measured in a northerly di-
rection along the easterly side of aforesaid St. Mary's Avenue from
its intersection with the northnerly side of Caroline Street, and
running then with the easterly side of St. Mary's Avenue, North 2 de-
grees 51 minutes East 35 feet; then at right angles to said St. Mary's
Avenue, South 87 degrees 9 minutes East 130 feet to the westerly side
of a 15 foot alley, and with it South 2 degrees 51 minutes West 35
feet; and then North 87 degrees 9 minutes West 130 feet to the place
of beginning. All courses refer to the True Meridian.

Being the same property which was conveyed unto the parties of the first part by deed of Howard R. Redinger and Ethel E. Redinger, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Thousand Three Hundred Twenty-five & 00/100 -- Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings.

as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George W. Legge

William R. Keating [SEAL]
William R. Keating
Maxine S. Keating [SEAL]
Maxine S. Keating

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 19TH day of AUGUST in the year nineteen Hundred and Fifty -four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William R. Keating and Maxine S. Keating, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness, my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED AUGUST 20th 1954 at 1:55 P.M.

This Mortgage, Made this 19th day of August, in the
year Nineteen Hundred and fifty four by and between

Walter L. McDowell Jr. and Lona L. McDowell, his wife,

of Allegany County, in the State of Maryland, part 1st of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand Five Hundred (\$3500.00) Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Fifty (\$50.00) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the southeasterly side of McMullen Highway, at the edge of Danville, about two miles northeasterly of Dawson, Allegany County, Maryland, in Election District No. 7, known and designated as part of the Bailey or Ravenscroft Place, being a part of Military Lots Nos 3482 and 3483, which said parcel is more particularly described as follows, to wit:

Beginning for the same at a stake on the southeasterly side of the McMullen Highway at the lower end of E. K. Armentrout's right of way, and running then up the hill along the southerly side of said right of way South 80 degrees East 19 poles to two red or black oaks at a bend in an old road, then South 45 degrees East 3 poles to a stake and stone pile on the south side of said road, then with said road South 45 degrees East 17 poles and 2 links, then crossing said road North 49 degrees East 15 feet to a stake and stone pile on the northerly edge of said road, then up the hill with the Deremer tract South 43 degrees 45 minutes East to a stone with a hickory pointer, then with a line of Robert Miller by old call South 40 degrees West 18 poles and 22 links to the intersection of a line of Military Lot No. 3482, then crossing a ravine by a new line of division down the hill North 46 degrees West 71 poles and 11 links to a stake on a south hillside, then down the hill North 54 degrees West 17 poles to a stake in the wire fence on the southeasterly side of the McMullen Highway, and then with said highway North 54 degrees East 10 poles to the place of beginning, containing 12 1/2 acres, more or less.

Being the same property which was conveyed unto the parties of the first part by deed of Luther P. Vandervort et ux dated May 6, 1948, which is recorded in Liber 220, Folio 634, one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Leegre, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Five Hundred (\$3500.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the

mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

[Signature]

Walter L. McDowell Jr.

WALTER L. MCDOWELL JR. [SEAL]

Lona L. McDowell

LONA L. MCDOWELL [SEAL]

State of Maryland.

Allegany County, to-wit:

I hereby certify. That on this 19th day of August, in the year nineteen Hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Walter L. McDowell Jr. and Lona L. McDowell, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESSES my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

Compared and Mailed Delivered *mrs*
To *Amptz, City*
Sept 8 19 *54*

LIBER 306 PAGE 410

FILED AND RECORDED AUGUST 20 1954 at 10:40 A.M.

THIS MORTGAGE, Made this 14th day of August, 1954, by and between BESSIE M. CONSTABLE and HARRY F. CONSTABLE, her husband, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of One Thousand Five Hundred (\$1,500.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Twenty Nine Dollars (\$29.00) on account of interest and principal, payments to begin on the 15th day of September, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

ALL that certain piece or parcel of property known and designated as Lots No. 416 and No. 417, Section B, as shown on Amended Plat No. Two of Bowman's Cumberland Valley Addition, more particularly described as follows:

BEGINNING at a point on the northerly side of Rosewood Street at the end of the first line of Lot No. 415, and running thence with the northerly side of Rosewood Street, North 36 degrees

50 minutes East 80 feet to the southwesterly division line of Lot no. 418; and with said division line, North 53 degrees 10 minutes West 150 feet, more or less, to the easterly side of Finan Street, thence with the easterly side of Finan Street South 36 degrees 50 minutes West 80 feet to the end of the second line of Lot No. 415; and with said second line reversed, South 53 degrees 10 minutes East to the place of beginning.

It being the same property conveyed to the parties of the first part by Ray Blose, Trustee, by deed dated the 19th day of August, 1954, and intended to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of One Thousand Five Hundred (\$1,500.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second

part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns, which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least One Thousand Five Hundred (\$1,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Bessie M. Constable (SEAL)
BESSIE M. CONSTABLE
Harry F. Constable (SEAL)
HARRY F. CONSTABLE
Nazel R. Can

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 19 day of August, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared BESSIE M. CONSTABLE and HARRY F. CONSTABLE, her husband, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

ITNESS my hand and Notarial Seal.



Hazel H. Odes
NOTARY PUBLIC
My Commission expires May 2, 1955

Computed and Mailed this 19 day of August 1954
To Mary City

FILED AND RECORDED AUGUST 20 1954 at 10:40 A.M.

THIS MORTGAGE, Made this 4th day of August, 1954, by and between LENA V. PAYNE and RILEY B. PAYNE, her husband, of Allegany County, Maryland, parties of the first part; THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part; and MARY FRANCES ROBINETTE, Widow, of Allegany County, Maryland, party of the third part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Two Thousand (\$2,000.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, and which said sum the said parties of the first part covenant and agree to



pay in equal monthly installments of Thirty Eight Dollars and Sixty Seven Cents (\$38.67) on account of interest and principal, payments to begin on the 1st day of September, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

ALL that piece or parcel of land lying and being in Allegany County, Maryland, on the southerly side of Williams Road, about one-half mile southeasterly from the City of Cumberland, and described as follows:

BEGINNING for the same at an iron bar on the southerly side of the State Road known as the Williams Road at a point bearing North 25 degrees 41 minutes West 47-35/100 feet from a nail in a large white oak tree marked with three notches, and 11 feet at a right angle in a southwesterly direction from the southerly edge of the concrete driveway on said Williams State Road, and running thence parallel with and 11 feet southerly from the southerly edge of said concrete driveway, South 58 degrees 06 minutes East 68-1/10 feet to an iron bar; South 65 degrees 13 minutes East 124 feet to an iron bar at the intersection of the southerly side of said State Road with the southerly side of the old Williams County Road (now abandoned); and running thence with the southerly side of said County Road, South 68 degrees 12 minutes West 69-3/10 feet to an iron bar; South 59 degrees 56

minutes West 68 feet to an iron bar; South 21 degrees 02 minutes West 52 feet to an iron bar; North 60 degrees 56 minutes West 26-4/10 feet to an iron bar; and continuing thence with the westerly side of said County Road, North 8 degrees 28 minutes West 41 feet to an iron bar; North 29 degrees 10 minutes East 64 feet to an iron bar; North 3 degrees 02 minutes East 46-5/10 feet to the beginning.

It being the same property conveyed to the first parties

by Mary Frances Robinette, Widow, by deed dated the 23rd day of July, 1943, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 196, folio 630; being also the same property conveyed by said Mary Frances Robinette, Widow, to the said parties of the first part by a confirmatory deed, dated the 4th day of August, 1954, and intended to be recorded among said Land Records prior to the recording of this mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Two Thousand (\$2,000.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the

mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Two Thousand (\$2,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said party of the third part, Mary Frances

Robinette, Widow, joins in this mortgage for the sole purpose of releasing and discharging her life estate in said property in so far as it constitutes a lien prior to this mortgage.

WITNESS the hands and seals of the parties of the first and third part.

WITNESS AS TO ALL:

A. A. Hehnich

Lena V. Payne (SEAL)
LENA V. PAYNE

Witness to marriage:

A. A. Hehnich

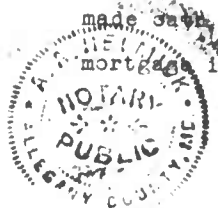
Riley B. Payne (SEAL)
RILEY B. PAYNE

M. J. J. J.

MARY *lea* *FRANCES ROBINETTE* (SEAL)
MARY FRANCES ROBINETTE
mark

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 4th day of August, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared LENA V. PAYNE, RILEY B. PAYNE, her husband, and MARY FRANCES ROBINETTE, Widow, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide is therein set forth.



WITNESS my hand and Notarial Seal.

A. A. Hehnich
NOTARY PUBLIC
My Commission expires May 2, 1955

Compared and Mailed ~~Delivered~~ MB
To Mtzer City
Sept 9 19 54

LIBER 306 PAGE 418

FILED AND RECORDED AUGUST 20" 1954 at 10:40 A.M.

THIS MORTGAGE, Made this 17th day of August, 1954,
by and between RAY G. DONALDSON and MARIE S. DONALDSON, his wife,
of Allegany County, Maryland, parties of the first part, and THE
FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly
organized under the laws of the United States, party of the second
part, WITNESSETH:

WHEREAS, the parties of the first part are justly and
bona fide indebted unto the party of the second part in the full
and just sum of One Thousand Two Hundred (\$1,200.00) Dollars, with
interest from date at the rate of six per cent (6%) per annum,
and which said sum the said parties of the first part covenant and
agree to pay in equal monthly installments of Seventeen Dollars
and Fifty Three Cents (\$17.53) on account of interest and principal,
payments to begin on the 17th day of September, 1954,
and continuing on the same day of each and every month thereafter
until the whole of said principal sum and interest is paid. The
said monthly payments shall be applied, first, to the payment of
interest, and, secondly, to the payment of principal of the
mortgage indebtedness.



NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the
sum of One (\$1.00) Dollar in hand paid, and in order to secure the
prompt payment of the said indebtedness, together with the interest
thereon, and in order to secure the prompt payment of such future
advances, together with the interest thereon, as may be made by the
party of the second part to the parties of the first part prior to
the full payment of the aforesaid mortgage indebtedness, and not
exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars,
and not to be made in an amount which would cause the total mortgage
indebtedness to exceed the original amount thereof, and to be used
for paying of the costs of any repairs, alterations or improvements
to the hereby mortgaged property, the said parties of the first
part do give, grant, bargain and sell, convey, release and confirm
unto the said party of the second part, its successors and assigns:

ALL that tract or parcel of land situate on the Bryce
Hollow Road, in Election District No. 16, in Allegany County,
Maryland, described as follows:

BEGINNING at a steel axle stake at the end of 1025 feet on
the first line of the parcel of ground first described and conveyed
in the deed from Millard F. Rice at ux to Herbert W. Rice et ux,

dated February 16, 1921, and recorded in Liber No. 135, folio 573, one of the Land Records of Allegany County, Maryland, and running thence by land of W. W. Stafford, South 65-1/2 degrees East 500 feet to the Westerly margin of the Bryce Hollow Road; thence by said Road, South 31-1/2 degrees West 200 feet to a stake; thence North 65-1/2 degrees West 490 feet to a stake in the Western boundary line of the whole tract of the said Herbert W. Rice, et ux, thence by part of said boundary line, North 28-1/2 degrees East 200 feet to the beginning; containing 2.257 acres; according to a survey by Alfred Broadwater, in May, 1952.

It being the same property conveyed to the parties of the first part by Charles Barger and Fleurette N. Barger, his wife, by deed dated the 22nd day of October, 1953, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 254, folio 203.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of One Thousand Two Hundred (\$1,200.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in

part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale, secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least One Thousand Two Hundred (\$1,200.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Ray C. Knab (SEAL)
JAY C. KNAB

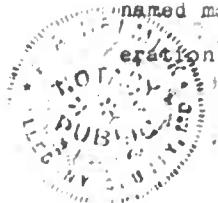
R. A. Helmick

Marie S. Donaldson (SEAL)
MARIE S. DONALDSON

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 17th day of August, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RAY G. DONALDSON and MARIE S. DONALDSON, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.



R. A. Helmick
NOTARY PUBLIC
My Commission expires May 2, 1955

Compared and Mailed *MB*
To *Grady R. G.*
Sept 5

FILED AND RECORDED AUGUST 23rd 1954 at 9:00 A.M.

This Mortgage, Made this 19th day of August in the year nineteen hundred and fifty-four, by and between

Mary Jane Kasecamp and Joseph L. Kasecamp, her husband, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Mary Jane Kasecamp and Joseph L. Kasecamp, her husband,

stand indebted unto the said The Liberty Trust Company in the just and full sum of



Fifteen Hundred (\$1500.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Mary Jane Kasecamp and Joseph L. Kasecamp, her husband,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot of ground and premises situate, lying and being in
the Village of Barreelsville, County of Allegany, State of Maryland,
and described as follows, that is to say:

BEGINNING for the same at a stake standing South 2 degrees 17
minutes West 29.2 feet from a hickory tree marked with six nothces,
said stake stands on the East side of the Barreelsville-Wellersburg
Road and in the Village of Barreelsville, Maryland, and running thence
with said Road, North 5 degrees 28 minutes West 59.1 feet to a rock
marked (X), thence leaving said Road and running North 85 degrees 42
minutes East 204.4 feet to a stake on the West side of a coal road,
thence with said coal road, South 19 degrees 17 minutes West 62.5
feet to a stake, thence South 46 degrees 57 minutes West 29.3 feet to
a stake, then North 88 degrees 18 minutes West 154.8 feet to the
beginning.

It being the same property which was conveyed unto the said
Mortgagors by George R. Hughes, Trustee, by deed dated May 16, 1949,
and recorded in Liber 225, folio 75, of the Land Records of Allegany
County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its
successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns,
does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of
Fifteen Hundred (\$1500.00) - - - Dollars, together with the interest thereon when
and as the same becomes due and payable, and in the meantime does and shall perform all the
covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor
shall, except by reason of death, cease to own, transfer or dispose of the within described property
without the written consent of the mortgagee.

AND WHEREAS, this Mortgage shall also secure as of the date hereof,
future advances made at the Mortgagee's option, prior to the full pay-
ment of the mortgage debt, but not to exceed in the aggregate the sum
of Five Hundred (\$500.00) Dollars, nor to be made in an amount which
would make the mortgage debt exceed the original amount hereof, pro-
vided the full amount of any such advance is used for paying the cost
of any repair, alterations or improvements to the mortgaged property as
provided by Chapter 923 of the Laws of Maryland passed at the January
session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may
retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments
and public liens levied on said property, and on the mortgage debt and interest hereby intended to
be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon,
and all public charges and assessments when legally demandable; and it is further agreed that in
case of default in said mortgage the rents and profits of said property are hereby assigned to the
mortgagee as additional security, and the mortgagor also consents to the immediate appointment
of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest
thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then
the entire mortgage debt intended to be hereby secured shall at once become due and payable, and
these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its
successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or
agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby

mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Fifteen Hundred (\$1500.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Mary Jane Kasecamp (SEAL)
Mary Jane Kasecamp

James M. Lorty

Joseph L. Kasecamp (SEAL)
Joseph L. Kasecamp

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 14th day of August in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Mary Jane Kasecamp and Joseph L. Kasecamp, her husband, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

Whereof I have hereto set my hand and affixed my notarial seal the day and year



James M. Lorty
Notary Public

FILED AND RECORDED AUGUST 23rd 1954 at 9:00 A.M.

This Mortgage. Made this 19th day of

August in the year nineteen hundred and fifty-four, by and between Edward J. Monaghan of Kanawha County, in the State of West Virginia, and Margaret B. Monaghan, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Edward J. Monaghan and Margaret B. Monaghan, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Eighty-Two Hundred (\$8200.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Four & One-Half per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Edward J. Monaghan and Margaret B. Monaghan, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot situated on the corner of Kent and Washington Avenues in the City of Cumberland, Allegany County, Maryland, and known as Lot No. 12, Block 18 of Cumberland Heights Addition, and more particularly described as follows, to-wit:

BEGINNING for the same at the intersection formed by the Westerly side of Washington Avenue with the Northerly side of Kent Avenue, and running thence with the Northerly side of Kent Avenue, North 51 degrees 18 minutes West 46 feet to the dividing line of Lots Nos. 11 and 12; thence with said dividing line and at right angles to Kent Avenue, North 38 degrees 42 minutes East 110 feet to the line dividing Lots Nos. 22 and 12; then with said dividing line, South 51 degrees 18 minutes East 21 feet, more or less, to the aforementioned Westerly street line of Washington Avenue, and then with said street line by a curved line to the right (with a radius of 299.6 feet) 111 feet, more or less, to the place of beginning. Washington Avenue above noted is now known as Memorial Avenue.

It being the same property which was conveyed to Edward J. Monaghan and Margaret B. Monaghan, his wife, by George N. Phillippi and Agnes L. Phillippi, his wife, by deed dated April 30, 1951, and duly recorded among the Land Records of Allegany County.



TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of **Eighty-Two Hundred (\$8200.00)** - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or **George R. Hughes**, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Eighty-Two Hundred (\$8200.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Edward J. Monaghan

Thomas L Keech

Margaret B. Monaghan

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 19th day of August in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Margaret B. Monaghan, one of the parties herein,
and she acknowledged, the foregoing mortgage to be her act and
deed; and at the same time, before me, also personally appeared Charles A. Piper,
President of The Liberty Trust Company, the within named mortgagee and made oath in due form
of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the
said Charles A. Piper,

and further, in like manner, make oath that he is the President, and agent or attorney for said Corporation, and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

STATE OF WEST VIRGINIA, COUNTY OF KANAWHA, TO WIT:
I HEREBY CERTIFY, that on this 18th day of August, 1954, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Edward J. Monaghan, one of the parties herein, and he acknowledged the foregoing Mortgage to be his act and deed.
WITNESS my hand and Notarial Seal the day and year above written.

My Commission Expires June 9, 1969

Compared and Mailed ~~Delivered~~ MB
To Myra K. +, Box 88
April 9 1902 Edward
me

FILED AND RECORDED AUGUST 24th 1954 at 2:00 P.M.

This Mortgage, Made this 18th day of August,
in the year Nineteen Hundred and Fifty Four, by and between

James W. Hardinger and Rosalie V. Hardinger, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and _____

Genevieve L. Notring

County, in the State of _____
of the second part, WITNESSETH:

Uthercaag.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

do give, grant, bargain and sell, convey, release and confirm unto the said

heirs and assigns, the following property, to-wit: All that lot or parcel lying between
the main road, on the one side, and the State of Maryland, known as No. 100 in
the map of the District of Columbia, Addition to Townsend, as shown

[illegible]

Being the same property conveyed by Genevieve L. Wettring
at wit to the said James W. Hardinger et al by deed of even date hereto and to be
recorded among the Land Records of Allegany County, Maryland, this mortgage being
given to secure part of the purchase price for said property. Reference to said
deed is hereby made for a further description.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said _____ parties of the first part, their

_____ heirs, executors, administrators or assigns, do and shall pay to the said
_____ party of the second part, her
_____ executor, administrator or assigns, the aforesaid sum of _____

----- The Aforesaid Five Hundred (\$1,500.00) Dollars-----

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

party of the second part, her

heirs, executors, administrators and assigns, or Wilbur V. Wilson, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least

The sum of Five Hundred (\$1,000.00)----- Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of her or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

W. V. Wilson

W. V. Wilson

James W. Hardinger [SEAL]
James W. Hardinger

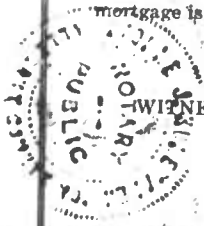
Rosalie V. Hardinger [SEAL]
Rosalie V. Hardinger

[SEAL]

[SEAL]

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 18th day of August,
 in the year nineteen Hundred and Fifty Four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared
James A. Fletcher and Margaret H. Fletcher, his wife,
 and acknowledged the foregoing mortgage to be their
 act and deed; and at the same time before me also personally appeared
 the within named mortgagee, and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Yvonne J. Nussmeier
 Notary Public.

Prepared and Mailed this 24th day of August 1954

FILED AND RECORDED AUGUST 24th 1954 at 2:20 P.M.

This Mortgage, Made this 24th day of
August In the year nineteen hundred and fifty-four, by and between

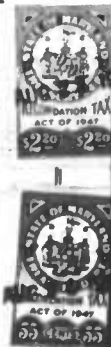
Jacob A. Fletcher and Margaret H. Fletcher, his wife,
 of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
 expression shall include the plural as well as the singular, and the feminine as well as the masculine,
 as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
 the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
 Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Jacob A. Fletcher and Margaret H. Fletcher, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Twenty-Five Hundred (\$2500.00) - - - - - Dollars,
 payable to the order of the said The Liberty Trust Company, one year after date with interest from



date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Jacob A. Fletcher and Margaret H. Fletcher, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of ground situated three or four miles Northeast of the City of Cumberland, Allegany County, Maryland, on the Southeastly side of Valley Road and known as Lot No. 12 on a plat of lots laid out by Harry C. Blach and more particularly described in a deed from the said Harry C. Blach, et al, to Charles Kreger and Grace Kreger, his wife, dated the 8th day of July, 1942, and recorded in Liber No. 198, folio 626, one of the Land Records of Allegany County, Maryland, to which deed reference is hereby made for a more full and particular description of the property herein conveyed

It being the same property which was conveyed unto the said Mortgagors by Joseph E. Kreger and wife by deed dated the 10th day of February, 1953, and recorded in Liber No. 247, folio 423, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twenty-Five Hundred (\$2500.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to

apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twenty-Five Hundred (\$2500.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Jacob A. Fletcher (SEAL)
Jacob A. Fletcher

Thomas L. Keech

Margaret H. Fletcher (SEAL)
Margaret H. Fletcher

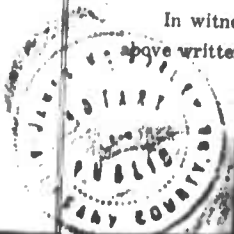
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 24th day of August in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Jacob A. Fletcher and Margaret H. Fletcher, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



James M. Loring
Notary Public

FILED AND RECORDED AUGUST 24th 1954 at 1:30 P.M.

This Mortgage, Made this 23rd day of August,

in the year Nineteen Hundred and Fifty-four, by and between

Helle G. Hockman, widow, Glenn B. Hockman and Mary Katherine Hockman,
his wife,

of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagors, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee.
WITNESSETH:



~~Whereas~~, the said mortgagee has this day loaned to the said mortgagors, the sum of

Forty-one Hundred Forty-Six Dollars and Fourteen Cents ~~Dollars~~, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

By the payments of SLATY Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of land located on Smallwood Street, in the City of Cumberland, Allegany County, State of Maryland, and particularly described as follows:

BEGINNING for the same at a point on Smallwood Street, being at the Northeast corner of Lot No. 43 of the lots laid off on the West side of Wills Creek in the City of Cumberland, also being the Southeast corner of Lot No. 9, and running thence North 79-1/2 degrees West with the division line of Lots Nos. 43 and 9, one hundred and one feet; then parallel with said Smallwood Street, and with the line of Lot No. 43, South 10-1/2 degrees West 60 feet; thence South 79-1/2 degrees East 101 feet to Smallwood Street; ~~thence South 22-1/2 degrees East 101 feet to Smallwood Street;~~ then with Smallwood Street to the BEGINNING.

This being the same property which was conveyed by Thomas F. Moore and Catherine K. Moore, his wife, unto the said

Nellie G. Hockman, widow, as to a one-half undivided interest, and to Glenn B. Hockman and Mary Katherine Hockman, his wife, as to the other one-half undivided interest as tenants by the entireties, by deed dated October 2, 1951, and recorded among the Land records of Allegheny County, Maryland, in Liber 235, folio 451

The above described property is improved by a double brick dwelling house consisting of six rooms and bath on each side each heated by a steam furnace and is known as Nos. 114-116 South Smallwood Street, Cumberland, Maryland. The mortgagors hereby covenant with the mortgagee that eighteen Hundred Dollars of this money secured by this mortgage is a purchase money mortgage in the sense that this amount of the loan funds will be used to improve the property and further covenant that there will be no unpaid labor or material bills or mechanics liens against the said building and that it will be completed within a reasonable time.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgagee's option, prior to the full payment of the mortgage debt but not to exceed in the aggregate the sum of Five Hundred (\$500) Dollars nor to be made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by Article 88, section 2, of the Annotated Code of Maryland.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the aforesaid parcel of ground and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions

Compared and Mailed ~~Delivered~~ M.B.

To J. L. Richards, Jr.
Ref. 91 19 54

LIBER 306 PAGE 432

FILED AND RECORDED AUGUST 24th 1954 at 1:30 P.M.

This Mortgage, Made this 23rd day of August,

in the year Nineteen Hundred and Fifty -four , by and between

Nelle G. Hockman, widow, Glenn B. Hockman and Mary Katherine Hockman,
his wife,

of Allegheny County, in the State of Maryland

parties of the first part, hereinafter called mortgagors, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegheny County, in the State of Maryland, party of the second part, hereinafter called mortgagee.
WITNESSETH:



~~Whereas~~, the said mortgagee has this day loaned to the said mortgagors, the sum of

Forty-one Hundred Forty-Six Dollars and Fourteen Cents ~~Dollars~~, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

By the payments of SIXTY Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of land located on Smallwood Street, in the City of Cumberland, Allegheny County, State of Maryland, and particularly described as follows:

BEGINNING for the same at a point on Smallwood Street, being at the Northeast corner of Lot No. 43 of the lots laid off on the West side of Wills Creek in the City of Cumberland, also being the Southeast corner of Lot No. 9, and running thence North 79-1/2 degrees West with the division line of Lots Nos. 43 and 9, one hundred and one feet; then parallel with said Smallwood Street, and with the line of Lot No. 43, South 10-1/2 degrees West 60 feet; thence South 79-1/2 degrees East 101 feet to Smallwood Street; ~~thence South 79-1/2 degrees East 101 feet to Smallwood Street;~~ then with Smallwood Street to the BEGINNING.

This being the same property which was conveyed by Thomas F. Moore and Catherine K. Moore, his wife, unto the said

Nellie G. Hockman, widow, as to a one-half undivided interest, and to Glenn B. Hockman and Mary Katherine Hockman, his wife, as to the other one-half undivided interest as tenants by the entireties, by deed dated October 2, 1951, and recorded among the Land records of Allegheny County, Maryland, in Liber 235, folio 451

The above described property is improved by a double brick dwelling house consisting of six rooms and bath on each side each heated by a steam furnace and is known as Nos. 114-116 South Smallwood Street, Cumberland, Maryland. The mortgagors hereby covenant with the mortgagee that eighteen Hundred Dollars of this money secured by this mortgage is a purchase money mortgage in the sense that this amount of the loan funds will be used to improve the property and further covenant that there will be no unpaid labor or material bills or mechanics liens against the said building and that it will be completed within a reasonable time.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgagee's option, prior to the full payment of the mortgage debt but not to exceed in the aggregate the sum of Five Hundred (\$500) Dollars nor to be made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by Article 66, section 2, of the Annotated Code of Maryland.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the aforesaid parcel of ground and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions

Compared and Mailed Delivered M. B.
To J. F. Richards and
Wife 19 54

LIBER 306 PAGE 432

FILED AND RECORDED AUGUST 24" 1954 at 1:30 P.M.

This Mortgage. Made this 23rd day of August,

in the year Nineteen Hundred and Fifty -four , by and between

Nella G. Hockman, widow, Glenn B. Hockman and Mary Katherine Hockman,
his wife,

of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagors , and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee.
WITNESSETH:



Whereas, the said mortgagee has this day loaned to the said mortgagors , the sum of Forty-one Hundred Forty-Six Dollars and Fourteen Cents ~~Dollars~~ which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

By the payments of SIATY Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of land located on Smallwood Street, in the City of Cumberland, Allegany County, State of Maryland, and particularly described as follows:

BEGINNING for the same at a point on Smallwood Street, being at the Northeast corner of Lot No. 43 of the lots laid off on the West side of Wills Creek in the City of Cumberland, also being the Southeast corner of Lot No. 9, and running thence North 79-1/2 degrees West with the division line of Lots Nos. 43 and 9, one hundred and one feet; then parallel with said Smallwood Street, and with the line of Lot No. 43, South 10-1/2 degrees West 60 feet; thence South 79-1/2 degrees East 101 feet to Smallwood Street; ~~thence South 79-1/2 degrees East 101 feet to Smallwood Street;~~ then with Smallwood Street to the BEGINNING.

This being the same property which was conveyed by Thomas F. Moore and Catherine K. Moore, his wife, unto the said

Nellie G. Hockman, widow, as to a one-half undivided interest, and to Glenn B. Hockman and Mary Katherine Hockman, his wife, as to the other one-half undivided interest as tenants by the entireties, by deed dated October 2, 1951, and recorded among the Land Records of Allegheny County, Maryland, in Liber 235, folio 451

The above described property is improved by a double brick dwelling house consisting of six rooms and bath on each side each heated by a steam furnace and is known as Nos. 114-116 South Smallwood Street, Cumberland, Maryland. The mortgagors hereby covenant with the mortgagee that eighteen Hundred Dollars of this money secured by this mortgage is a purchase money mortgage in the sense that this amount of the loan funds will be used to improve the property and further covenant that there will be no unpaid labor or material bills or mechanics liens against the said building and that it will be completed within a reasonable time.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgagee's option, prior to the full payment of the mortgage debt but not to exceed in the aggregate the sum of Five Hundred (\$500) Dollars nor to be made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by Article 66, section 2, of the annotated Code of Maryland.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the aforesaid parcel of ground and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions

shall be allowed and paid by the mortgagor s ,their representatives, heirs or assigns.

And the said mortgagor s ,their heirs, executors, administrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum

of FOURTY-ONE HUNDRED AND FORTY-SIX Dollars in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the mortgagor s , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

Witness, the hand and seal of the said mortgagor s .

Attest:

Roscoe A. Cantrell

Nelle G. Hockman (SEAL)
Nelle G. Hockman
Glenn B. Hockman (SEAL)
Glenn B. Hockman
Mary Katherine Hockman (SEAL)
Mary Katherine Hockman

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this 23rd day of August,

in the year nineteen hundred and fifty -four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Nelle G. Hockman and *Glenn B. Hockman* and Mary Katherine Hockman, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Thomas Lohr Richards, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Roscoe A. Cantrell
Notary Public

FILED AND RECORDED AUGUST 24th 1954 at 12:35 P.M.

PURCHASE MONEY

This Mortgage, Made this 24th day of AUGUST in the
year Nineteen Hundred and fifty-four by and between
Lindsay M. Bray and Evelyn L. Bray, his wife,

_____ of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Six Thousand Four Hundred Eighty & 00/100 - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Forty-one & 02/100 - - - - - (\$41.02) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground on the northerly side of Braddock Street in LaVale, Allegany County, Maryland, known and designated as part of Lot No. 26 in National Highway Addition, which said parcel is more particularly described as follows, to-wit:

Beginning for the same at a stake on the northwesterly side of Braddock Street in said addition, distant South 42 degrees 20 minutes West 30 feet from the division line between Lots Nos. 26 and 27 of said addition, and running then South 42 degrees 20 minutes West 53 feet to a stake, then North 47 degrees 40 minutes West 90 feet to a stake, then North 42 degrees 20 minutes East 53 feet to a stake, and then South 47 degrees 40 minutes East 90 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Wilbur R. Mock and Angela G. Mock, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be required.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein of their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lezge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand Four Hundred Eighty & 00/100 Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the

mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the hereto mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George W. Legge

Lindsay M. Bray [SEAL]
Lindsay M. Bray
Evelyn L. Bray [SEAL]
Evelyn L. Bray

State of Maryland,

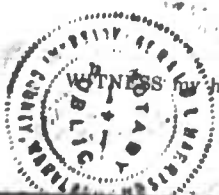
Allegany County, to-wit:

I hereby certify, That on this 24TH day of AUGUST

in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Lindsay M. Bray and Evelyn L. Bray, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

Compared and Mailed Delivered *ms*
To *Mtze Frostburg*
19 sep

306 PAGE 438

FILED AND RECORDED AUGUST 24th 1954 at 10:45 A.M.

PURCHASE MONEY
This Mortgage.

Made this 20th. day of August, in the year
Nineteen Hundred and Fifty-Four by and between

LOUIS C. CROWE AND RUTH B. CROWE, his wife, and LULU V. BOETTNER, widow,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of THREE THOUSAND AND NO/100 ----- Dollars (\$ 3,000.00) with interest at the rate of six per centum (6 %) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

Thirty-three ----- 31/00 Dollars,

(\$ 33.31) commencing on the 20th. day of September, 1954, and on the 20th. day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 20th. day of August, 1964. ~~1965~~ Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

FIRST PARCEL

All that lot, piece or parcel of ground lying and being on Loo Street in Frostburg, Maryland, and known as part of Lot Number Six (6), of Block No. 12 of Beall's First Addition to the Town of Frostburg, and particularly described as follows, to-wit:

BEGINNING for the same at the end of the second line of the property conveyed to Rachael Preston by Timothy B. Johnson, unmarried, by deed dated July 22, 1940, and recorded in Liber No. 187, folio 371, one of the Land Records of Allegany County, and running thence with Loo Street, South 38 degrees 30 minutes East 50 feet, thence at right angles and in a Northeasterly direction 50-1/10 feet to the third line of the whole parcel of ground conveyed to Mary Louise Johnson Bone by Mary R. Grimm and others, by deed dated August 16, 1921, and recorded in Liber No. 137, folio 646, among said Land Records, thence with said third line North 38 degrees 30 minutes West 50 feet to the end of the third line of the property conveyed to Rachael Preston by Timothy B. Johnson by the deed aforesaid, and with said third line reversed in a Southwesterly direction 50-1/10 feet to

... Street, the point of beginning.

Being the same property which was conveyed to Ralph L. Dyer et ux by deed from Bernard C. Preston et ux dated August 15, 1947, and recorded in Liber No. 216, folio 571, one of the Land Records of Allegany County, Maryland.

Being also the same property which was conveyed to the said Louis C. Crowe et ux by deed from the said Ralph L. Dyer et ux of even date herewith, which is intended to be recorded among said Land Records simultaneously with this mortgage, which is executed to secure a part of the purchase price of the above described property and is therefore a purchase money mortgage.

SECOND PARCEL

All that tract, piece or parcel of land situated at Washington Hollow, in Election District No. 24, in Allegany County, Maryland, and particularly described in a deed to Charles W. Boettner and Lulu V. Boettner, his wife, from Albert J. Winzer et ux dated March 16, 1935, and recorded in Liber No. 172, folio 299, among said Land Records. Upon the death of the said Charles W. Boettner, the entire title to said property vested by operation of law in his widow, the said Lulu V. Boettner.

SAVING AND EXCEPTING all that piece or part thereof which was conveyed by the said Lulu V. Boettner, widow, to Delmer R. Whitfield et ux by deed dated June 20, 1940, and recorded in Liber No. 213, folio 17, among said Land Records.

Special reference is hereby made to said deeds for a further description of said real estate and a portion herein excepted.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

THREE THOUSAND AND NO/100- - - - - (\$ 3,000.00) Dollars
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee

receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST: As to all three:

Ralph M. Race
Ralph M. Race

Louis C. Crowe (SEAL)
Louis C. Crowe

Ruth B. Crowe (SEAL)
Ruth B. Crowe

Lulu V. Boettner (SEAL)
Lulu V. Boettner

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 20th. day of August in the year Nineteen Hundred and Fifty-Four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

LOUIS C. CROWE AND RUTH B. CROWE, his wife, and LULU V. BOETTNER, widow,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared *G. Alvin Kreiling* Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said *G. Alvin Kreiling* did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.



Ralph M. Race
Ralph M. Race Notary Public

Compared and Mailed *Delivered m3*
To *Outgee Frostburg Md*
Sept 9 19 *54*

FILED AND RECORDED AUGUST 24th 1954 at 10:30 A.M.

This Mortgage.

Made this 23^d day of August
in the year Nineteen Hundred and fifty-four

by and between
- - MARION A. HENAGHAN and BERNARD J. HENAGHAN, her husband - - - -

of Allegany County, in the State of Maryland

parties of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America, with its principal office in

Frostburg, Allegany County, in the State of Maryland,

party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

ONE THOUSAND ONE HUNDRED TEN- - - - -00/100 DOLLARS (\$1,110.00)

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 223 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to-wit:

ALL that piece or parcel of land situated in the Village of Parkersburg, near Eckhart Mines, in Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at the beginning corner of the M. Twigg Lot, Liber 64, Folio 634, and thence with the fourth and last line of said Lot reversed South 67 degrees 6 minutes East 150 feet; thence running South 21 degrees 44 minutes West 100 feet; to the end of the second line of the P. S. Deekens Lot, Liber 83, Folio 384, and running thence with the said second line reversed North 67 degrees 6 minutes West 150 feet to the end of the first line of the P. S. Deekens Lot, thence with the County Road North 21 degrees 44 minutes East 100 feet to the beginning; containing one-third of an acre, more or less.

IT being the same property which was conveyed by Angela M. Hanna, et vir, et al, to the parties of the first part herein, by deed dated October 15, 1951 and recorded among the Land Records of Allegany County in Deeds Liber No. 236, folio 557.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of

ONE THOUSAND ONE HUNDRED TEN- - - - -00/100 DOLLARS (\$1,110.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the

same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors ~~heirs, executors, administrators and assigns, or~~

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least ONE THOUSAND ONE HUNDRED TEN 00/100 (\$1110.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~heirs~~ or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness: (as to Bath)

with M. Todd

Marion A. Henaghan [Seal]
MARION A. HENAGHAN

Bernard J. Henaghan [Seal]
BERNARD J. HENAGHAN

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 23d day of August in the year nineteen hundred and fifty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared **MARION A. HENAGHAN and BERNARD J. HENAGHAN, her husband** and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG, Cashier of the Proatsburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this



WITNESSES my hand and Notarial Seal the day and year aforesaid.

Luella M. Todd
Notary Public

FILED AND RECORDED AUGUST 24th 1954 at 9:35 A.M.

Purchase Money

This Mortgage, Made this Sixteenth day of August

in the year Nineteen Hundred and Fifty four, by and between
James R. Winkler and Monnie D. Winkler, husband and wife

of Allegheny County, in the State of Maryland

part ies of the first part, and Paul R. Wilson

of Piedmont, Mineral County, in the State of West Virginia

party of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of fifteen hundred and fifty dollars for money lent, which loan is evidenced by the promissory note of the parties of the first part, of even date herewith, payable on demand with interest to the party of the second part or order at The Citizens National Bank of Westernport, Maryland and the proceeds of said loan being applied on the purchase price of the herein mortgaged lands. And Whereas it was agreed that this mortgage should be executed and should be and remain second to and subordinate to that certain mortgage of even date herewith for \$2500.00 given on the same property to The Citizens

National Bank of Westernport, Maryland.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part-----

do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and -----

and assigns, the following property, to-wit:

That certain lot of ground in Allegany County, Maryland, known and laid out on the plat of New Franklin as lot No. 38. The same being located on the East side of the County Road, not far from the corporate limits of the town of Westernport, and being the same property which was conveyed unto the parties of the first part herein by deed from Frank M. Ross and wife, of even date herewith, which deed is to be recorded among the land records of Allegany County, Maryland, prior to or at even date with the recording of this purchase money mortgage, and to which deed, so recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaged.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their-----

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors-----

or assigns, the aforesaid sum of fifteen hundred and fifty dollars.

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their----- part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part-----

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part-----

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said party of the

second part, ----- his heirs

and assigns, or Horace P. Whitworth, its----- or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their----- heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor & their representatives, heirs or assigns.

And the said parties of the first part-----

----- further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or----- heirs assigns, the improvements on the hereby mortgaged land to the amount of at least fifteen hundred and fifty ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to mure to the benefit of the mortgagee, his ----- heirs or assigns, to the extent of his or ----- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor &

Attest:

Harace P. Whitworth

James R. Winkler [SEAL]

Monnie D. Winkler [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 28th day of August----- in the year nineteen Hundred and Fifty four----- before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared James R. Winkler and Monnie D. Winkler, husband and wife----- and each acknowledged the foregoing mortgage to be their voluntary----- act and deed; and at the same time before me also personally appeared Paul R. Wilson-----

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Richard P. Whitworth
Notary Public



Compared and Mailed Delivered *mb*
To *Westerport*
Sept 9 19 *54*

LIBER 306 PAGE 446

Purchase money

FILED AND RECORDED AUGUST 24th 1954 at 9:30 A.M.

This Mortgage, made this Sixteenth day of August-----, in the year Nineteen Hundred and Fifty four, by and between James R. Winkler and Lonnie L. Winkler, husband and wife, of Allegany County, State of Maryland,

-----hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part of the first part and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation, organized under the National Banking Laws of the United States, hereinafter called Mortgagee, which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of twenty five hundred----- Dollars (\$2500.00), with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Citizens National Bank, in Westernport, Maryland. The said loan being for the purchase of the mortgaged property.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagors, dated the 16th. day of August, 1954, and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland.

AND WHEREAS, it is agreed that the Mortgagors shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$40.00 each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the 16th. day of August, 1964, notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagors or its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagors do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

That certain lot of ground in Allegany County, Maryland, near the limits of the town of Westernport, and described as lot No. 38 on the plat of New Franklin duly recorded in Allegany County, Maryland, fronting 50 feet on the County Road and extending back, the same width throughout to the 80th. line of a tract called Good and Bad. Being the same property which was conveyed unto the parties of the first part herein by deed from Frank M. Ross, et ux, of even date herewith, duly recorded among the land records of Allegany County, Maryland at the same time as the recording of this purchase money mortgage.

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissible.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee the aforesaid debt, evidenced by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in
if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses

incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least twenty five hundred dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to insure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Attest:

Horace P. Whitworth

James R. Winkler (SEAL)

Connie D. Winkler (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 23rd day of August, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, James R. Winkler and Connie D. Winkler, husband and wife,

the within named Mortgagors, and acknowledged the foregoing mortgage to be their net and deed. And at the same time, before me, also personally appeared Horace P. Whitworth the President of The Citizens National Bank of Westport, Maryland, the within named Mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the President of said Mortgagee, duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

Richard B. Whitworth
Notary Public

FILED AND RECORDED AUGUST 23rd 1954 at 3:45 P.M.

This Mortgage, made this 17th day of August in the year Nineteen Hundred and fifty-four, by and between

Annie Kirk Reed, widow,

expression shall include her heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part y of the first part and hereinafter called Mortgagor, which



Katherine M. Landis

hereinafter called Mortgagee, which expression shall include her heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part of the second part, witnesseth:

WHEREAS, The said Mortgagor is justly and bona fide indebted unto the said Mortgagee in the full sum of Eighteen Hundred (\$1800.00) Dollars, which said indebtedness, together with the interest thereon at the rate of Six per centum (6%) per annum is payable one (1) year from the date hereof. The said Mortgagor hereby covenants and agrees to pay the interest quarter-annually, at the rate aforesaid.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor does hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that lot or parcel of ground situate on the Northerly side of Maryland Avenue, known and designated as part of Lot No. 16 in Walsh and Dougherty's Addition to Cumberland, and particularly described as follows to-wit:

BEGINNING for the same on the Northerly side of Maryland Avenue at a point distant in a Westerly direction 15 feet and 1 inch from the intersection of the said Northerly side of said Maryland Avenue with the Easterly side of Cat Alley, said point of beginning being at the end of the first line of the lot conveyed by Martin Fillinger and Christine Fillinger, his wife, to Charles Goss and Margaret Goss, his wife, by deed dated April 15, 1905, and running thence with the Northerly side of said Maryland Avenue in a Westerly direction 15 feet and 1 inch, thence Northerly and perpendicular to said Maryland Avenue 100 feet, thence Easterly and parallel with the first line, 15 feet and 1 inch, thence in a Southerly direction and parallel to the second line, 100 feet to the place of beginning.

Together with the right in perpetuity of a certain sewer line across the adjoining property, and running to Cat Alley, and also the right to use in perpetuity in common with the owner of adjoining property, a private alleyway 2 1/2 feet wide bounding on the West side of the herein described lot. And also, subject to the right of the adjoining owners to maintain a sewer line across the herein described lot as now established, together with the right to go upon the property for the purpose of making the necessary repairs thereto.

It being the same property which was devised unto the said Annie Kirk nee under the Last Will and Testament of James Kirk which was admitted to Probate and recorded in the Office of the Register of Wills for Allegany County, and more recently said property was re-conveyed to the said Annie Kirk nee by James H. Kirk and wife, by deed dated September 21, 1949, and recorded in Liber No. 226, folio 440, one of the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor shall pay to the said Mortgagee the aforesaid

Eighteen Hundred (\$1800.00) Dollars -----

and in the meantime shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee

or George R. Hughes, her duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee the improvements on the hereby mortgaged land to an amount of at least

Eighteen Hundred (\$1800.00) ----- dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of her lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagor

Attest:

Thos J. McNamee

Thos J. McNamee

Annie Kirk Reed (SEAL)
Annie Kirk Reed

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 17th day of ~~20th~~ August, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Annie Kirk Reed

the within named Mortgagor, and acknowledged the foregoing mortgage to be her act and deed. And at the same time, before me, also personally appeared Katherine M. Landis,

the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

Thos J. McNamee
Notary Public

FILED AND RECORDED AUGUST 23rd 1954 at 3:45 P.M.

This Mortgage, Made this 23rd day of August in the year nineteen hundred and fifty-four, by and between

James J. Kave and Kathleen R. Kave, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

James J. Kave and Kathleen R. Kave, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Twenty-Five Hundred (\$2500.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,



at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

James J. Kave and Kathleen R. Kave, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated and lying in the City of Cumberland, Allegany County, Maryland, known and designated as Lot Number 115 and the Eastern half of Lot Number 116, in the Cumberland Improvement Company's Eastern Addition to Cumberland, and particularly described as follows, to-wit:

BEGINNING at the end of the first line of Lot Number 114, and running thence with the North side of Reynolds Street, North 88 degrees and 54 minutes West 60 feet; thence North 1 degrees and 6 minutes East 177-27/100 feet to a fourteen-foot alley; thence with the South side of said alley, South 82 degrees 29 minutes East 60-30/100 feet to the end of the second line of Lot Number 114; thence reversing said second line, South 1 degrees and 6 minutes West 172-74/100 feet to the place of beginning.

It being the same property which was conveyed unto the Mortgagors by Elizabeth Mortzfelt, widow, by deed dated May 14, 1948, and recorded in Liber 220, folio 394, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twenty-Five Hundred (\$2500.00) - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance, is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its

successors and assigns, or **George R. Hughes**, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twenty-Five Hundred (\$2500.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Thomas L. Keech

James J. Kave (SEAL)
James J. Kave

Kathleen R. Kave (SEAL)
Kathleen R. Kave

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 23rd day of August in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

James J. Kave and Kathleen R. Kave, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared **Charles A. Piper**, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said **Charles A. Piper**, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation, and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year



James M. Lashley
Notary Public

Compared and Mailed Delivered *on 3*
To *Mrs. J. Frostburg*
19 54

LIBER 306 PAGE 452

FILED AND RECORDED AUGUST 25" 1954 at 8:40 A.M.

This Mortgage, Made this *16th* day of *August*,
in the year Nineteen Hundred and *Fifty-four*, by and between

FRANK D. WINTERS and PEARL J. WINTERS, his wife,

of *Allegany* County, in the State of *Maryland*
parties of the first part, and

FROSTBURG NATIONAL BANK, a banking corporation having its
principal office in Frostburg,

of *Allegany* County, in the State of *Maryland*
part of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the party
of the second part in the full and just sum of
FIVE HUNDRED- - - - - 00/100 DOLLARS (\$500.00)
payable one year after date, together with interest at the rate of six per cent
(6%) per annum.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of
Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with
amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, including any future advances, the said parties of the first
part do hereby give, grant, bargain and sell, convey, release and confirm unto the said part Y
of the second part ~~its successors~~ ~~heirs~~ and assigns, the following property, to-wit:

**ALL that lot or parcel of ground lying and being in Gilmore, Allegany
County, Maryland, and described as follows:**

BEGINNING at the beginning of the whole lot and running thence with the
first line of said lot North forty-two (42) degrees West one hundred seventeen
(117) feet, thence across the said lot North forty-eight and one-half (48-1/2)
degrees East one hundred fifty (150) feet to the third line of said ^{lot} and with re-
mainder of ~~it~~ to the end and to the line of the Cumberland and Pennsylvania
Railroad South forty-two (42) degrees East, thence with the said line of the said
Railroad one hundred fifty (150) feet to the beginning.

IT being part of the same property which was conveyed by Joseph Kantor
et ux to Frank D. Winters et ux by deed dated September 25, 1945, and recorded
in Deeds Liber 205 folio 381 among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, ~~their heirs~~, executors, administra-
tors or assigns, do and shall pay to the said part Y of the second part ~~its successors~~



or assigns, the aforesaid sum of

FIVE HUNDRED-----00/100 DOLLARS-----(\$500.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part its successors ~~heirs, executors, administrators~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least FIVE HUNDRED -----00/100----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~heirs~~ or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Witness: (as to Both)

Ruth M Todd

Frank D Winters [Seal]
FRANK D. WINTERS

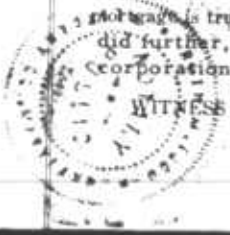
Pearl J. Winters [Seal]
PEARL J. WINTERS

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 16th day of August,
in the year nineteen hundred and Fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared

FRANK D. WINTERS and PEARL J. WINTERS, his wife,

and each acknowledged the foregoing mortgage to be their respective
 act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg,
 Cashier and Agent of Frostburg National Bank,
 the within named mortgagee and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth, and the said F. Earl Kreitzburg
 did further, in like manner, make oath that he is the Cashier and Agent of said
 corporation and duly authorized by it to make this affidavit.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Keith M. Todd

Notary Public

Compared and Mailed Delivered
 To *Police, Frostburg Md*
Bill 9 18 54

FILED AND RECORDED AUGUST 25" 1954 at 8:40 A.M.

This Mortgage, Made this 12 day of August, 19 54

by and between ROBERT C. FERREE and LOIS C. FERREE, his wife,



of Allegany County, Maryland, parties of the first part, herein-
 after called the "Mortgagor," and EQUITABLE SAVINGS AND LOAN SOCIETY OF FROSTBURG,
 MARYLAND, a corporation duly organized and existing under and by virtue of the laws of the State of
 Maryland, party of the second part, hereinafter called the "Mortgagee."

Whereas, the Mortgagor, being a member of said Society, has received therefrom a loan
 of FIVE THOUSAND ----- DOLLARS (\$ 5,000.00)
 being the balance of the purchase money for the property hereinafter described
 on his Thirty-eight and six-thirteenths ----- (38-6/13) SHARES
 of its stock.

And Whereas, the Mortgagor has agreed to repay the said sum so advanced in installments,
 with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner
 following:

By the payment of Forty-eight and 80/100 -----

----- DOLLARS (\$ 48.80), on or before the 12th
 day of each and every month from the date hereof, until the whole of said principal sum and interest
 shall be paid, which interest shall be computed by the calendar month, and the said installment pay-
 ments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to

the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

And Whereas, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

Now Therefore, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to wit:

ALL that piece or parcel of land lying and being in Election District No. 24 in the Village of Eckhart Mines, in Allegany County, Maryland, and more particularly described as follows:

BEGINNING at a point at Eighty Seven and Seven Tenth Feet (87.7) on the second line of Lot No. 2 of a series of four lots reserved in a lease from Charles H. Leatham, et ux, to the Piedmont and Georges Creek Coal Company, dated May 25, 1905, a plat and description of said lots are recorded among the Land Records of Allegany County, and with the remainder of said second line.

North 21°00' West 93.7 feet. Then with the third line there of North 48°45' East 69.5 feet, then with part of the fourth line:

South 21°00' East 117.8 feet, then leaving said fourth line and running across the whole lot South 69°00' West 65.0 feet to the beginning, containing in all 0.16 acres more or less.

IT being the same property which was conveyed by Frank W. Carter to Robert C. Ferree et ux by deed dated July 26, 1954, and duly recorded among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To Have and to Hold the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

Provided, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

And the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of

~~Twenty-eight and 00/100~~ ----- DOLLARS

(\$ ~~28.00~~) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance pre-

miums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

And the Mortgagor does further covenant and agree:

- (a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any Insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.
- (b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.
- (c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.
- (d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.
- (e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

And it is Agreed that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

And in case of any default being made in any of the payments, covenants or conditions of this Mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the *Equitable Savings and Loan Society of Frostburg, Maryland*, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which said sale shall be made in the manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness, the signatures and seals of the parties of the first part on the day and year above written.

WITNESS as to all:

Chas. E. Kye

Robert C. Ferree (SEAL)
ROBERT C. FERREE

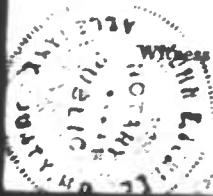
Lois C. Ferree (SEAL)
LOIS C. FERREE

(SEAL)

State of Maryland.
Allegany County, to-wit:

I hereby certify, That on this 11 day of August, 1954,
before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid,
personally appeared Robert C. Ferree and Lois C. Ferree, his wife,

the Mortgagor herein, and acknowledged the foregoing instrument of writing to be their
respective act and deed; and at the same time and place before
me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of
Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration
in the foregoing mortgage is true and bona fide as herein set forth, and further made oath in due form
of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such
affidavit.



Witness my hand and Notarial Seal.

John E. Ferree
Notary Public.

FILED AND RECORDED AUGUST 25th 1954 at 10:00 A.M.

This Mortgage, Made this 10th day of August,
in the year Nineteen Hundred and Fifty Four, by and between

William F. Sperry and Ellen M. Sperry, his wife,

of Allegany County, in the State of Maryland,
parties of the first part, and

Clarence L. Long and Grace P. Long, his wife,

of Allegany County, in the State of Maryland,
parties of the second part, WITNESSETH:

Whereas, the parties of the first part are justly and bona fide indebted

unto the parties of the second part in the full and just sum of FORTY FIVE HUNDRED DOLLARS, which said sum the parties of the first part promise to pay to the order of the parties of the second part with interest thereon at the rate of five per cent. per annum, in equal consecutive monthly installments of not less than FORTY DOLLARS per month, the same including interest, and to be adjusted semi annually until the full sum and interest has been paid and satisfied. The sum hereby secured being in part purchase money for the hereinafter described property.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the New Hope Road, in the town of Frostburg, Allegany County, Maryland, and described as follows:

BEGINNING for the same at the end of 53.2 feet on the 2nd line of the whole tract conveyed by George W. Kear and wife to William G. Stevens, by deed dated March 26th, 1901 and recorded among the land records of Allegany County in Liber No. 94, folio 511, thence with the remainder of said second line, also the 3rd, 4th, 5th, 6th and part of the 7th lines of the said whole lot (of which the lot now to be conveyed is a part), North 4 degrees and 6 minutes East 68.3 feet to a peg, thence North 23 degrees and 51 minutes East 52 feet to a peg; South 54 degrees and 54 minutes East 36.3 feet to a peg; South 13 degrees and 59 minutes East 55 feet to a peg; south 29 minutes East 31.5 feet to a peg; south 24 degrees and 19 minutes East 41.1 feet to a peg, thence North 89 degrees and 39 minutes West 110.5 feet to the beginning. It being the same ~~parts~~ property conveyed to the parties of the first part by Forrest Riley and wife by deed of even date herewith and intended to be recorded among the land records of Allegany County simultaneously with this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part their
heirs, executors, administrators or assigns, do and shall pay to the said
parties of the second part, their

executor, administrator or assigns, the aforesaid sum of Forty Five Hundred Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Edward J. Ryan, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first

part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least

Four Thousand

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, their heirs or assigns, to the extent of their their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

[Signature]

William P. Sperry [SEAL]
William P. Sperry

Edmund H. Sperry [SEAL]
Edmund H. Sperry

[SEAL]

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 16th day of August
in the year nineteen Hundred and Fifty Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

William P. Sperry and Ellen M. Sperry, his wife,
and did acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared

Elarence L. Long and Grace P. Long, his wife,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set for forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Elmore Rye

Notary Public.

Completed and Mailed 11/3
To Post & Type City
1954

FILED AND RECORDED AUGUST 25th 1954 at 1:40 P.M.

purchase money

This Mortgage, Made this 19th day of AUGUST in the
year Nineteen Hundred and fifty four by and between

Willis M. Rice and Agnes A. Rice, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Nine Thousand Eight Hundred Fifty & 00/100 - - (\$9850.00) Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Eighty & 57/100 - - - - - (\$80.57) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

First Parcel:

All that lot, piece or parcel of ground lying and being on the easterly side of Smallwood Street known and designated as part of Lot No. 8 of the original town lots of Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber 7, folio 76, one of the Land Records of Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning at a point on the easterly side of Smallwood Street distant 110 feet measured in a southerly direction along the easterly side of Smallwood Street from the southerly side of Greene Street, being also distant 110.7 feet from the corner of the brick building now marking the intersection of the easterly side of said Smallwood Street and the southerly side of said Greene Street, and running then with the easterly side of said Smallwood Street, South 7 degrees 40 minutes West 36 feet; then parallel with said Greene Street South 82 degrees 41 minutes East 101 feet; then parallel with said Smallwood Street, North 7 degrees 40 minutes East 36 feet; and then North 82 degrees 41 minutes West 101 feet to the place of beginning. Bearings refer to the True Meridian Surveyed July 24, 1933.

Being the same property which was conveyed unto the parties of the first part by deed of John H. Hartung and Harriett E. Hartung, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Second Parcel: All that certain parcel or piece of land known and designated as Lot No. 4, Block No. 16 in Potomac Park Addition, situated near the McMullen Highway three miles westward of the City of Cumberland, in Allegany County, Maryland, and described as follows, to-wit:

Beginning at a point on the northwesterly side of Prospect Drive at the end of the first line of Lot No. 3, Block No. 16 in said addition, and running then with Prospect Drive, North 45 degrees East 40 feet; then at right angles to said Drive, North 45 degrees West 120 feet to a twenty foot alley; and with it, South 45 degrees West 40 feet to the end of the second line of said Lot No. 3; and then reversing said second line, South 45 degrees East 120 feet to the beginning. A plat and description of which said addition is recorded in Liber No. 130, folio 1, one of the Land Records of Allegany County, Maryland, including all the right, title and interest of [REDACTED] Willis M. Rice et ux, in the water line along Prospect Drive from its intersection with Avenue Z in said Addition as conveyed in a deed from Nellie Virginia Valentine et vir, to Willis M. Rice et ux, dated April 26, 1944, and recorded in Liber No. 199, folio 272, Land Records of Allegany County, Maryland.

Being the same property which was conveyed unto the parties of the first part by deed of Roland C. Verner and Eleanor E. Verner, his wife, dated the 6th day of October, 1950 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 231, folio 230.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 16th day of August
in the year nineteen Hundred and Fifty Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

William P. Sperry and Ellen M. Sperry, his wife,
and did acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared

Elarence L. Long and Grace P. Long, his wife,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set for forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Elmer Rye

Notary Public.

Compared and Mailed Delivered MB

To Geo. X. Lyle City
Call 9 1954

FILED AND RECORDED AUGUST 25" 1954 at 1:40 P.M.

purchase money

This Mortgage, Made this 19th day of AUGUST in the
year Nineteen Hundred and fifty-four by and between

Willis M. Rice and Agnes A. Rice, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Nine Thousand Eight Hundred Fifty & 00/100 - - (\$9850.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Eighty & 57/100 - - - - - (\$80.57) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

First Parcel:

All that lot, piece or parcel of ground lying and being on the easterly side of Smallwood Street known and designated as part of Lot No. 8 of the original town lots of Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber 5, folio 76, one of the Land Records of Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning at a point on the easterly side of Smallwood Street distant 110 feet measured in a southerly direction along the easterly side of Smallwood Street from the southerly side of Greene Street, being also distant 110.7 feet from the corner of the brick building now marking the intersection of the easterly side of said Smallwood Street and the southerly side of said Greene Street, and running then with the easterly side of said Smallwood Street, South 7 degrees 40 minutes West 36 feet; then parallel with said Greene Street South 82 degrees 41 minutes East 101 feet; then parallel with said Smallwood Street, North 7 degrees 40 minutes East 36 feet; and then North 82 degrees 41 minutes West 101 feet to the place of beginning. Bearings refer to the True Meridian Surveyed July 24, 1933.

Being the same property which was conveyed unto the parties of the first part by deed of John H. Hartung and Harriett E. Hartung, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Second Parcel: All that certain parcel or piece of land known and designated as Lot No. 4, Block No. 16 in Potomac Park Addition, situated near the McMullen Highway three miles westward of the City of Cumberland, in Allegany County, Maryland, and described as follows, to-wit:

Beginning at a point on the northwesterly side of Prospect Drive at the end of the first line of Lot No. 3, Block No. 16 in said addition, and running then with Prospect Drive, North 45 degrees East 40 feet; then at right angles to said Drive, North 45 degrees West 120 feet to a twenty foot alley; and with it, South 45 degrees West 40 feet to the end of the second line of said Lot No. 3; and then reversing said second line, South 45 degrees East 120 feet to the beginning. A plat and description of which said addition is recorded in Liber No. 130, folio 1, one of the Land Records of Allegany County, Maryland, including all the right, title and interest of [REDACTED] Willis M. Rice et ux, in the water line along Prospect Drive from its intersection with Avenue Z in said Addition as conveyed in a deed from Nellie Virginia Valentine et vir, to Willis M. Rice et ux, dated April 26, 1944, and recorded in Liber No. 199, folio 272, Land Records of Allegany County, Maryland.

Being the same property which was conveyed unto the parties of the first part by deed of Roland C. Verner and Eleanor E. Verner, his wife, dated the 6th day of October, 1950 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 231, folio 230.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor theirs heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Thousand Eight Hundred Fifty & 00/100 - (\$9850.00) dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George L. Tamm

Willie M. Rice [SEAL]
Willie M. Rice
Agnes A. Rice [SEAL]
Agnes A. Rice

State of Maryland,

Alleghany County, to-wit:

I hereby certify, That on this 19TH day of AUGUST
in the year nineteen Hundred and Fifty-four _____, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Willie M. Rice and Agnes A. Rice, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George L. Tamm
Notary Public.

FILED AND RECORDED AUGUST 25th 1954 at 2:30 P.M.

This Mortgage, Made this 20TH day of
August in the year nineteen hundred and fifty-four, by and between

Robert Robertson and Wilma B. Robertson, his wife,
of Alleghany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Alleghany County,
Maryland, of the second part, hereinafter sometimes called mortgagee.

Witnesseth:



Whereas, the said

Robert Robertson and Wilma B. Robertson, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Twelve Hundred Fifty (\$1250.00) - - - - - Dollars,
 payable to the order of the said The Liberty Trust Company, one year after date with interest from
 date at the rate of **Six (6%)** per centum per annum, payable quarterly as it accrues,
 at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
 September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
 payable on **September 30, 1954**

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
 order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
 the interest thereon, the said

Robert Robertson and Wilma B. Robertson, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
 said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situate in the Town of Gilmore,
 Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at the corner of South Street and Miners
 Avenue, and running with the line of said Miners Avenue, North 48
 degrees East 75 feet, until it reaches the line of a lot owned by Mary
 B. McGowan, thence North 42 degrees West 224 feet, or until it reaches
 the center of Georges Creek, thence along the center of said Creek 75
 feet to the corner of South Street, thence on a line with said Street,
 South 42 degrees East 224 feet to the beginning.

It being the same property which was conveyed unto the said Mort-
 gagors by John F. Bond and wife, by deed dated the 17th day of Septem-
 ber, 1953, and recorded in Liber No. 253, folio 287, one of the Land
 Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,
 privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its
 successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns,
 does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of
Twelve Hundred Fifty (\$1250.00) Dollars, together with the interest thereon when
 and as the same becomes due and payable, and in the meantime does and shall perform all the
 covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor
 shall, except by reason of death, cease to own, transfer or dispose of the within described property
 without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof,
 future advances made at the Mortgagee's option, prior to the full pay-
 ment of the mortgage debt, but not to exceed in the aggregate the sum
 of Five Hundred (\$500.00) Dollars, nor to be made in an amount which
 would make the mortgage debt exceed the original amount hereof, pro-
 vided the full amount of any such advance is used for paying the cost
 of any repair, alterations, or improvements to the mortgaged property as
 provided by Chapter 923 of the Laws of Maryland passed at the January
 session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may
 retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments
 and public liens levied on said property, and on the mortgage debt and interest hereby intended to
 be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon,
 and all public charges and assessments when legally demandable; and it is further agreed that in
 case of default in said mortgage the rents and profits of said property are hereby assigned to the
 mortgagee as additional security, and the mortgagor also consents to the immediate appointment
 of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest
 thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then
 the entire mortgage debt intended to be hereby secured shall at once become due and payable, and

These presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or **George R. Hughes**, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twelve Hundred Fifty (\$1250.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Robert Robertson (SEAL)
Robert Robertson

Wilma B. Robertson (SEAL)
Wilma B. Robertson

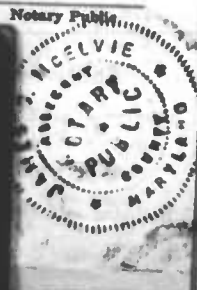
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 20th day of August in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Robert Robertson and Wilma B. Robertson, his wife,
and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared **Charles A. Piper** President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said **Charles A. Piper** did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

James B. McElvie



Compared and Mailed-Delivered *md*
To *E E Mung*
Sept 9 19 *54*

1643 306 PAGE 466

FILED AND RECORDED AUGUST 25" 1954 at 9:30 A.M.

TRUST AGREEMENT AND MORTGAGE



This Indenture, made the *4* *th* day of *August*
in the year of our Lord One Thousand Nine Hundred *fifty four*.

between *Lafale* Methodist Church of *Lafale, Maryland*
a corporation under the laws of the State of *Maryland*
County of *Allegheny* Mortgagor, party of the first part, and the
"Division of National Missions of the Board of Missions of the Methodist Church," a corporation
under the laws of the State of New York, Mortgagee, party of the second part:

Witnesseth, that, Whereas, the party of the first part does hereby represent and declare that
it has acquired title to, and does now hold, the premises hereinafter described, and that said premises shall
be held, kept, maintained and disposed of as a place of Divine Worship for the ministers and members
of the Methodist Church or as a place of residence for the traveling preachers of the Methodist Church,
subject to the Discipline, usage and ministerial appointments of said Church, as from time to time
authorized and declared by the General Conference of said Church, and the Annual Conference within
whose bounds the said premises may be situated; and

Whereas, the said party of the second part, in consideration of the usages and purposes to
which said premises are devoted, as herein declared, has granted aid in the form of a conditional dona-
tion in the amount of *Five Thousand* Dollars,
to be secured and repaid as hereinafter set out:

Now, the party of the first part, in consideration of the foregoing, does for itself and its succes-
sors hereby promise and agree to and with the said party of the second part, that in case the said party
of the first part shall cease to be connected with the Methodist Church, or its successor, or the corporate
existence of the said party of the first part shall cease, or the property hereinafter described shall ever
hereafter be alienated from the Methodist Church, or cease to be used for or be devoted to other uses and
purposes than the uses and purposes set forth herein, then, the said party of the first part shall and
will forthwith repay to the party of the second part, the successors or assigns thereof, the said amount
with lawful interest thereon, from the date of the aforesaid alienation, dissolution or abandonment.

And the said party of the first part further agrees to keep the buildings adequately insured
against loss or damage by fire.

And to secure the performance of its said covenants and obligations above set forth, and in
consideration of the said premises,

The said party of the first part does, by these presents, mortgage unto the party of the second
part, the said Division of National Missions of the Board of Missions of the Methodist Church, all of
the following described property to-wit:

ALL those lots, pieces, or parcels of land situate, lying, and being in Long's National Highway Third Addition, LaVale, Allegany County, Maryland.

LOTS NOS. 1, 2, 3, and 4: BEGINNING at a peg on the north side of the National Highway at the intersection of said Highway with the east side of Woodlawn Avenue; and running thence with said Highway, North 43 degrees 35 minutes East 200 feet; thence North 46 degrees 30 minutes West 200 feet to an alley; thence with said alley, South 43 degrees 35 minutes West 200 feet to the easterly side of Woodlawn Avenue; and thence with said Avenue, South 46 degrees 30 minutes East 200 feet to the place of beginning.

THE AFORESAID PROPERTY is the same property conveyed by deed dated the 16th day of February, 1948, by and between Myrtle A. Long and LaVale Methodist Church, Inc., and which said deed is recorded in Liber No. 219, folio 667, among the Land Records of Allegany County, Maryland; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed.

ALL that lot, piece, or parcel of land situate, lying, and being in Long's National Highway Third Addition, LaVale, Allegany County, Maryland, and shown on the Plat of said Addition, said Plat to be hereafter recorded among the Land Records of Allegany County (said lot being inadvertently left unnumbered on said Plat but should have been numbered 7):

LOT NO. 7: BEGINNING at a peg on the east side of Woodlawn Avenue at the intersection of said Avenue with the north side of an alley; and running thence with said Avenue, North 46 degrees 30 minutes West 50 feet; thence North 43 degrees 45 minutes East 100 feet; thence South 46 degrees 30 minutes East 49.6 feet to said alley; and with said alley, South 43 degrees 35 minutes West 100 feet to the beginning.

THE AFORESAID PROPERTY is the same property conveyed by deed dated the 16th day of February, 1948, by and between Myrtle A. Long and LaVale Methodist Church, Inc., and which said deed is recorded in Liber No. 219, folio 670, among the Land Records of Allegany County, Maryland; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed.

This Instrument is executed under authority of resolutions of the Corporation and the Quarterly Conference of

LaVale Charge, in the bounds of the
Baltimore Annual Conference, held at meetings thereof on
the 12th day of July, 1954, and the 12th day of July, 1954, respectively.

Now, if the said party of the first part shall repay said sum of money so conditionally donated, with interest thereon, then this indenture shall be void, or else remain in full force and effect.

In Witness Whereof, the said party of the first part has caused its corporate name to be hereunto subscribed (') and its corporate seal to be attached (') by its President, duly attested by its Secretary, on the day and year first hereinabove written.

WITNESS { We require the signature of two witnesses.

Benjamin B. Davis

Benjamin B. Davis

LaVale Methodist Church

(Corporate name of church)

By David P. Goodfellow
President

Attest Justin H. Haddock
Secretary

STATE OF Maryland }
COUNTY OF Allegany } SS.



On this 25th day of August, A. D. 1954, before me,
a Notary Public in and for the above County and State, appeared W. W. Patterson
to me personally known, who, being by me duly sworn did say that he is the President of Allegany
Trust Agreement and Mortgage and that the seal affixed to said instrument is the corporate
seal of said corporation (?)—(?) ~~that the said corporation has no corporate seal~~ (?), and that said instrument
was signed (?) and sealed (?) in behalf of said corporation by authority of its Board of Trustees, and said
acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires August 25, 1954

Notary Public

NOTE: If corporation has corporate seal, strike out words between (?) and (?).
If it has no corporate seal, strike out words between (?) and (?).

(SEAL)

We hereby consent to the execution of the above Trust Agreement and Mortgage.

Harry C. Marsh
District Superintendent

W. W. Patterson

Compared and Mailed Delivered MB

To J. B. Ruben Ally
Sept 9 19 54 Ally

FILED AND RECORDED AUGUST 25th 1954 at 3:10 P.M.

This Mortgage, Made this 25th day of August,
in the year Nineteen Hundred and Fifty four, by and between
Luther R. George and Myrtle V. George, his wife,
of Allegany County, in the State of Maryland
part 103 of the first part, hereinafter called mortgagors, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of

Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee.
WITNESSETH:

Wherefore, the said mortgagee has this day loaned to the said mortgagors, the sum of
FOUR HUNDRED Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon
from the date hereof, at the rate of six per cent. (6%) per annum, in the manner following:

By the payments of Ten Dollars,
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payments may be applied by the mortgagee in the following order: (1) to
the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of
said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

All that lot or parcel of ground situated or being in
the City of Cumberland, Allegany County, State of Maryland, on
Bellevue Street, and known as part of Lot No. 38 and all of Lot No.
39 in Smith's Addition to the City of Cumberland, and described as
follows:

BEGINNING at a point on the Northern edge of Bellevue
Street, South 48-1/2 degrees East 1 foot 4 inches from the most
westerly corner of Lot No. 38 in said Addition, and running thence
North 41-1/2 degrees East 110 feet to Vineyard Alley, then with said
Alley, North 48-1/2 degrees West 31 feet 4 inches to Lot No. 40 in
said Addition, and with it South 41-1/2 degrees West 110 feet to
Bellevue Street and along with Bellevue Street 31 feet 4 inches to the
place of BEGINNING.

This being the same property which was conveyed by
Robert Carter and Florence J. Carter, his wife, unto the said
Euther R. George and Myrtle V. George, his wife, by deed of even
date and recorded among the Land Records of Allegany County,
Maryland, simultaneously with the recordation of this mortgage,
this being a purchase money mortgage.

The above described property is improved by a frame
dwelling house of two stories consisting of 5 rooms and toilet
and is known as 113 Bellevue Street, Cumberland, Maryland.

It is covenanted and agreed by the parties hereto that
this mortgage may secure future advances to be made at the mortgagee's
option, prior to the full payment of the mortgage debt but not to

exceed in the aggregate the sum of Five Hundred Dollars nor to be made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by Article 66, section 2, of the Annotated Code of Maryland.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the aforesaid parcel of ground and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on this part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, their heirs, executors, administrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum

of FOUR HUNDRED Dollars in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or

after default in the performance of any of the foregoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

Witness, the hand and seal of the said mortgagor s.

Attest:

Rosalie A. Crabtree (SEAL)
Luther N. George (SEAL)
 Myrtle V. George (SEAL)
Myrtle V. George (SEAL)

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 25th day of August, in the year nineteen hundred and fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Luther N. George and Myrtle V. George, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Thomas Lohr Richards, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Rosalie A. Crabtree
 Notary Public

FILED AND RECORDED AUGUST 26th 1954 at 10:20 A.M.

This Mortgage, Made this 26th day of August, in the year nineteen hundred and Fifty Four, by and between Veronica Virginia Durr and Charles E. Durr, her husband, of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee, Witnesseth:



Whereas, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full and just sum of Eight Hundred Twenty Five (\$825.00) Dollars, for which they have given their promissory note of even date herewith, payable with interest at the rate of 6% per annum, in monthly payments on the principal and interest of not less than \$40.00, each monthly payment to be applied first to interest and balance to reduction of principal, interest for the following month to be calculated on the principal as so reduced.

And whereas, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit: All that lot and piece and parcel of ground, situate, lying and being on the Southwesterly side of Darrow Lane, in Cresap Park Addition, in District No. 7, in Allegany County, in the State of Maryland, which Addition is near the Cellulose Plant, and near Cresaptown, said lot being known as Lot No. 26, and described as follows, to-wit:

Lot No. 26: Beginning for the same at a point on the Southwesterly side of Darrow Lane, at the end of the first line of Lot No. 25, in said Addition, it being distant 185-13/100 feet measured along the Southwesterly side of said Darrow Lane in a Southeasterly direction from its intersection with the Southeasterly side of Knobley View Drive, and running thence with the Southwesterly side of Darrow Lane, South 31 degrees East 40 feet; thence at right angles to Darrow Lane, South 59 degrees West 175 feet to the Northeasterly side of a 10 foot Alley; and with it, North 31 degrees West 40 feet to the end of the second line of aforesaid Lot No. 25; thence reversing said second line, North 59 degrees East 175 feet to the place of beginning.

Being the same property conveyed by Susie G. McKenzie, widow, to Veronica Virginia Durr et vir by deed dated April 7, 1948, and recorded in Liber No. 220, folio 251, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

As here and is hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - - Eight Hundred Twenty Five (\$825.00) - - dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall

perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - - - Eight Hundred Twenty Five (\$825.00) - - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to insure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors .

Attest:

John R. Linder

Charles E. Durr (SEAL)
Charles E. Durr (SEAL)

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 25th day of August, in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Veronica Virginia Durr and Charles E. Durr, her husband,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.



John R. Treiber
Notary Public

CERTIFICATE OF CAMERA OPERATOR

I HEREBY CERTIFY THAT THE DOCUMENTS REPRESENTED BY THE
MICROPHOTOGRAPHS APPEARING ON THIS ROLL OF FILM DESIGNATED
AS REEL No. *W-589* WERE PHOTOGRAPHED BY THE UNDERSIGNED
ON THIS DATE.

REEL BEGINS WITH

LEB 305 (p 27)

REEL ENDS WITH

LEB 306 (p 474)

BY

Guy Weatherly
(SIGNATURE OF OPERATOR)

DATE

Sept 23, 1954

HR - RM 25
(4-1-54)

HEAD OF RECORDS COMMISSION